



SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name: Voytas Family Superannuation Fund
 Client Code: VOYT05 Period Ended: 30 June 2019
 Partner/Manager: Stu Accountant: Emma
DUE DATE: 15/05/2020

GENERAL INDEX	WP Ref	N/A	Completed	Reviewed
Points Carried Forward	1		✓	
Check Engagement Letter for Quote \$	2	✓		
Financial Statements	3		✓	
Depreciation Schedule	4	✓		
Income Tax Return	5		✓	
Members Annual Statements	6		✓	
Client Management Letter	7		✓	
Section 290-170 Notices	8	✓		
Investment Strategy	9		✓	
Minutes	10		✓	
Trial Balance	11		✓	
Review Notes	12		✓	
Query Sheet	13		✓	
Bank Reconciliations	14		✓	
Trust Tax Statements	15	✓		
Dividend Statements	16	✓		
Capital Gains Tax Reports - BGL	17		✓	
End of Period Closing Figures - Cash on Hand, Debtors and Creditors	18		✓	
GST - Complete Worksheet - Note Variances	19	✓		
Other Source Documents	20		✓	
Tax Reconciliation	21		✓	
General Ledger	22		✓	
Create Entries Report	23		✓	
Tax Agent Portal Reports	24		✓	
Market Value of Investments	25		✓	
Actuarial Certificate	26	✓		
Pension Documents	27	✓		
ETP Roll-In Documents	28	✓		
Rental Property Summary	29	✓		
LRBA Documentation	30	✓		
Super Contribution Breakdown Report	31		✓	
Self Review Checklist	32	✓		

ADMIN - To Do:

Scan workpapers	✓	Print letter	✓	
PDF copy to file	✓	Client Records?	Y / N	(please circle which)
Payment Slip?	✓	Email / Post	E / P	(please circle which)

Completed By: <u>Emma</u>	Date: <u>23/06/2022</u>
Reviewed By:	Date:

Financial statements and reports for the year ended
30 June 2019

Voytas Family Superannuation Fund

Voytas Family Superannuation Fund
Reports Index

Statement of Financial Position	1
Detailed Statement of Financial Position	2
Operating Statement	3
Detailed Operating Statement	4
Notes to the Financial Statements	5
Statement of Taxable Income	8
Trustees Declaration	9
Investment Summary with Market Movement	10

Voytas Family Superannuation Fund
Statement of Financial Position

As at 30 June 2019

	Note	2019
		\$
Assets		
Investments		
Other Investments		26,966.85
Real Estate Properties (Australian - Non Residential)		240,789.31
Total Investments		<u>267,756.16</u>
Other Assets		
BOQ WebSavings Account 21591632		102,020.85
Cafe Container		15,000.00
Income Tax Refundable		308.00
Total Other Assets		<u>117,328.85</u>
Total Assets		<u>385,085.01</u>
<i>Less:</i>		
Liabilities		
Sundry Creditors		10,283.38
Total Liabilities		<u>10,283.38</u>
Net assets available to pay benefits		<u><u>374,801.63</u></u>
Represented by:		
Liability for accrued benefits allocated to members' accounts	2, 3	
Voytas, David - Accumulation		248,326.62
Voytas, Donna - Accumulation		126,475.01
Total Liability for accrued benefits allocated to members' accounts		<u><u>374,801.63</u></u>

Voytas Family Superannuation Fund

Detailed Statement of Financial Position

As at 30 June 2019

	Note	2019 \$
Assets		
Investments		
Other Investments		
Development Costs		26,966.85
Real Estate Properties (Australian - Non Residential)		
Lot 21 Featherstone Drive, Woolgoolga NSW, Australia		240,789.31
Total Investments		<u>267,756.16</u>
Other Assets		
Bank Accounts		
BOQ WebSavings Account 21591632		102,020.85
Cafe Container		15,000.00
Income Tax Refundable		308.00
Total Other Assets		<u>117,328.85</u>
Total Assets		<u>385,085.01</u>
Less:		
Liabilities		
Sundry Creditors		10,283.38
Total Liabilities		<u>10,283.38</u>
Net assets available to pay benefits		<u>374,801.63</u>
Represented By :		
Liability for accrued benefits allocated to members' accounts	2, 3	
Voytas, David - Accumulation		248,326.62
Voytas, Donna - Accumulation		126,475.01
Total Liability for accrued benefits allocated to members' accounts		<u>374,801.63</u>

Voytas Family Superannuation Fund

Operating Statement

For the year ended 30 June 2019

	Note	2019
		\$
Income		
Investment Income		
Interest Received		2,770.69
Contribution Income		
Employer Contributions		1,369.87
Total Income		<u>4,140.56</u>
Expenses		
Accountancy Fees		2,640.00
ATO Supervisory Levy		777.00
Auditor's Remuneration		1,100.00
Bank Charges		8.45
Total Expenses		<u>4,525.45</u>
Benefits accrued as a result of operations before income tax		<u>(384.89)</u>
Income Tax Expense	5	0.00
Benefits accrued as a result of operations		<u>(384.89)</u>

Voytas Family Superannuation Fund

Detailed Operating Statement

For the year ended 30 June 2019

	2019
	\$
Income	
Interest Received	
Australian Taxation Office	53.73
BOQ WebSavings Account 21591632	2,716.96
	<u>2,770.69</u>
Contribution Income	
Employer Contributions - Concessional	
Donna Voytas	1,369.87
	<u>1,369.87</u>
Changes in Market Values	<u>0.00</u>
Total Income	<u>4,140.56</u>
Expenses	
Accountancy Fees	2,640.00
ATO Supervisory Levy	777.00
Auditor's Remuneration	1,100.00
Bank Charges	8.45
	<u>4,525.45</u>
Total Expenses	<u>4,525.45</u>
Benefits accrued as a result of operations before income tax	<u>(384.89)</u>
Total Income Tax	<u>0.00</u>
Benefits accrued as a result of operations	<u>(384.89)</u>

Voytas Family Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2019

Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is not a reporting entity because it is not publicly accountable and is not required by law or governing document to prepare financial statements that comply with Australian Accounting Standards. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations, the trust deed of the Fund and the needs of members.

The financial statements have been prepared on a cash basis and are based on historical costs, except for investments which have been measured at market value.

The following significant accounting policies, which are consistent with the policies applied in the previous period unless otherwise stated, have been adopted in the preparation of the financial statements.

The financial statements were authorised for issue by the Trustee(s).

a. Measurement of Investments

The Fund initially recognises:

- (i) an investment when it controls the future economic benefits expected to flow from the asset. For financial assets, the trade date is considered to be the date on which control of the future economic benefits attributable to the asset passes to the Fund; and
- (ii) a financial liability on the date it becomes a party to the contractual provisions of the instrument.

Investments of the Fund have been measured at market value, which refers to the amount that a willing buyer could reasonably be expected to pay to acquire an asset from a willing seller if the following assumptions were made:

- that the buyer and the seller deal with each other at arm's length in relation to the sale;
- that the sale occurred after proper marketing of the asset; and
- that the buyer and the seller acted knowledgeably and prudentially in relation to the sale.

Market value has been determined as follows:

- (i) shares and other securities listed on the Australian Securities Exchange by reference to the relevant market quotations at the end of the reporting period;
- (ii) units in managed funds by reference to the unit redemption price at the end of the reporting period;
- (iii) fixed-interest securities by reference to the redemption price at the end of the reporting period;
- (iv) unlisted investments are stated at trustees' assessment based on estimated market value at balance date or where necessary, an external valuer's opinion; and
- (v) investment properties at the trustees' assessment of the market value or where necessary a qualified independent valuer's opinion at the end of reporting period.

Financial liabilities, such as trade creditors and other payables, are measured at the gross value of the outstanding balance at the end of the reporting period. The trustees have determined that the gross values of the Fund's financial liabilities is equivalent to their market values. Any remeasurement changes in the gross values of non-current financial liabilities (including liabilities for members' accrued benefits) are recognised in the operating statement in the periods in which they occur.

b. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and at call, deposits with banks and short-term, highly liquid investments that are readily convertible to cash and subject to an insignificant risk of change in value.

c. Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Fund and the revenue can be reliably measured. Revenue is recognised at the fair value of the consideration received or receivable.

Voytas Family Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2019

Interest revenue

Interest revenue is recognised in respect of fixed-interest securities, and cash and cash equivalent balances. Interest revenue is recognised upon receipt.

Dividend revenue

Dividend revenue is recognised when the dividend has been paid or, in the case of dividend reinvestment schemes, when the dividend is credited to the benefit of the fund.

Rental revenue

Rental revenue arising from operating leases on investment properties is recognised upon receipt.

Distribution revenue

Distributions from unit trusts and managed funds are recognised as at the date the unit value is quoted ex-distribution and if not received at the end of the reporting period, are reflected in the statement of financial position as a receivable at market value.

Remeasurement changes in market values

Remeasurement changes in the market values of assets are recognised as income and determined as the difference between the market value at year-end or consideration received (if sold during the year) and the market value as at the prior year-end or cost (if acquired during the period).

Contributions

Contributions and transfers in are recognised when the control and the benefits from the revenue have been attained and are recorded by the Fund, gross of any taxes, in the period to which they relate.

d. Liability for Accrued Benefits

The liability for accrued benefits represents the Fund's present obligation to pay benefits to members and beneficiaries, and has been calculated as the difference between the carrying amount of the assets and the carrying amount of the other payables and income tax liabilities as at the end of the reporting period.

e. Critical Accounting Estimates and Judgements

The preparation of financial statements requires the trustees to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future period affected.

Note 2: Liability for Accrued Benefits

	2019 \$
Liability for accrued benefits at beginning of year	375,186.52
Benefits accrued as a result of operations	(384.89)
Current year member movements	0.00
Liability for accrued benefits at end of year	<hr/> 374,801.63 <hr/>

Note 3: Vested Benefits

Voytas Family Superannuation Fund
Notes to the Financial Statements

For the year ended 30 June 2019

Vested benefits are benefits that are not conditional upon continued membership of the fund (or any factor other than resignation from the plan) and include benefits which members were entitled to receive had they terminated their fund membership as at the end of the reporting period.

	2019
	\$
Vested Benefits	374,801.63

Note 4: Guaranteed Benefits

No guarantees have been made in respect of any part of the liability for accrued benefits.

Note 5: Income Tax Expense

The components of tax expense comprise	2019
	\$

The prima facie tax on benefits accrued before income tax is reconciled to the income tax as follows:

Prima facie tax payable on benefits accrued before income tax at 15%	(57.73)
Less:	
Tax effect of:	
Add:	
Tax effect of:	
Tax Losses	57.90
Rounding	(0.17)
Less credits:	
Current Tax or Refund	0.00

Voytas Family Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2019

	2019
	\$
Benefits accrued as a result of operations	(384.89)
SMSF Annual Return Rounding	(1.11)
Taxable Income or Loss	<u>(386.00)</u>
Income Tax on Taxable Income or Loss	0.00
 CURRENT TAX OR REFUND	 <u>0.00</u>
Supervisory Levy	259.00
Income Tax Instalments Paid	(308.00)
AMOUNT DUE OR REFUNDABLE	<u>(49.00)</u>

Voytas Family Superannuation Fund

Trustees Declaration

The trustees have determined that the Fund is not a reporting entity and that these special purpose financial statements should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

The trustees declare that:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2019 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2019 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2019.

Specifically, the trustees declare that:

- in accordance with s120 of the Superannuation Industry (Supervision) Act 1993, no individual trustee has been or is a disqualified person;
- the Fund has satisfactory title to all assets, all assets are unencumbered and free from charge as prescribed by s50 of the Superannuation Industry (Supervision) Act 1993 and reg13.14 of the Superannuation Industry (Supervision) Regulations 1994; and
- to the knowledge of the trustees, there have been no events or transactions subsequent to the balance date which could have a material impact on the Fund. Where such events have occurred, the effect of such events has been accounted and noted in the Fund's financial statements.

Signed in accordance with a resolution of the trustees by:

.....
David Voytas

Trustee

.....
Donna Voytas

Trustee

Dated this day of

Voytas Family Superannuation Fund

Investment Summary with Market Movement

As at 30 June 2019

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised		Realised Movement	
						Overall	Current Year		
Cash/Bank Accounts									
BOQ WebSavings Account 21591632		102,020.850000	102,020.85	102,020.85	102,020.85				
			102,020.85		102,020.85				
Other Investments									
Development Costs		26,966.850000	26,966.85	26,966.85	26,966.85				
			26,966.85		26,966.85				
Real Estate Properties (Australian - Non Residential)									
LOT21FEAT HER	Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	1.00	240,789.310000	240,789.31	240,789.31	240,789.31	0.00	0.00	0.00
			240,789.31		240,789.31	240,789.31	0.00	0.00	0.00
			369,777.01		369,777.01	369,777.01	0.00	0.00	0.00

.....**Electronic Lodgment Declaration (SMSF)**

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to ato.gov.au/privacy

The Australian Business Register

The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this tax return to maintain the integrity of the register.

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information - it outlines our commitment to safeguarding your details.

Electronic funds transfer - direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax File Number	Name of Fund	Year
-----------------	--------------	------

I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration:

I declare that:

- ■ All the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct; and
- ■ I authorise the agent to lodge this tax return.

Signature of Partner, Trustee, or Director

Date

/ /

ELECTRONIC FUNDS TRANSFER CONSENT

This declaration is to be completed when an electronic funds transfer (EFT) of a refund is requested and the tax return is being lodged through an approved ATO electronic channel.

This declaration must be signed by the partner, trustee, director or public officer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

Important: Care should be taken when completing EFT details as the payment of any refund will be made to the account specified.

5 Wt i bhBUa Y.....

.....

I authorise the refund to be deposited directly to the specified account

Signature

Date

/ /

.....Tax Agent's 8 YWUfUjcb

I declare that:

- I have prepared this tax return in accordance with the information supplied by the partner, trustee, director or public officer
- I have received a declaration made by the entity that the information provided to me for the preparation of this tax return is true and correct; and
- I am authorised by the partner, trustee, director or public officer to lodge this tax return, including any applicable schedules.

Agent's signature

Date

Contact name

Client Reference

Agent's Phone Number

HUI '5 [YbhBi a VYf



Self-managed superannuation fund annual return **2019**

Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2019* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2019* (NAT 71606) (the instructions) can assist you to complete this annual return.
- ⊖ The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S	M	I	T	H		S	T				
---	---	---	---	---	--	---	---	--	--	--	--
- Place in ALL applicable boxes.

- Postal address for annual returns:

Australian Taxation Office
GPO Box 9845
[insert the name and postcode
of your capital city]

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

- ❗ The ATO is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

➤ To assist processing, write the fund's TFN at the top of pages 3, 5, 7 and 9.

2 Name of self-managed superannuation fund (SMSF)

3 Australian business number (ABN) (if applicable)

4 Current postal address

Suburb/town

State/territory

Postcode

5 Annual return status

- | | | |
|--|-------------|-----|
| Is this an amendment to the SMSF's 2019 return? | A No | Yes |
| Is this the first required return for a newly registered SMSF? | B No | Yes |

6 SMSF auditor

Auditor's name

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A** Day / Month / YearWas Part A of the audit report qualified? **B** No YesWas Part B of the audit report qualified? **C** No YesIf the audit report was qualified, have the reported issues been rectified? **D** No Yes**7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

A Fund's financial institution account details

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number

Fund account number

Fund account name

I would like my tax refunds made to this account. **Go to C.****B Financial institution account details for tax refunds**

This account is used for tax refunds. You can provide a tax agent account here.

BSB number

Account number

Account name

C Electronic service address alias

Provide the electronic service address alias (ESA) issued by your SMSF messaging provider. (For example, SMSFdataESAAlias). See instructions for more information.

- 8 Status of SMSF** Australian superannuation fund **A** No Yes Fund benefit structure **B** Code
- Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No Yes

9 Was the fund wound up during the income year?

- No Yes **▶** If yes, provide the date on which the fund was wound up Day / Month / Year **▶** Have all tax lodgment and payment obligations been met? No Yes

10 Exempt current pension income

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

- To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label **A**.

No **▶** Go to Section B: Income.

Yes **▶** Exempt current pension income amount **A** \$

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C** **▶** Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

E Yes **▶** Go to Section B: Income.

No **▶** Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

- If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Section B: Income

Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2019*.

Have you applied an exemption or rollover? **M** No Yes

Code

Net capital gain **A** \$

Gross rent and other leasing and hiring income **B** \$

Gross interest **C** \$

Forestry managed investment scheme income **X** \$

Gross foreign income		Loss
D1 \$	Net foreign income	D \$

Australian franking credits from a New Zealand company **E** \$

Transfers from foreign funds **F** \$

Gross payments where ABN not quoted **H** \$

Gross distribution from partnerships **I** \$

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

*Gross trust distributions **M** \$

Calculation of assessable contributions	
Assessable employer contributions	
R1 \$	
plus Assessable personal contributions	
R2 \$	
plus [#] No-TFN-quoted contributions	
R3 \$	
<i>(an amount must be included even if it is zero)</i>	
less Transfer of liability to life insurance company or PST	
R6 \$	

Assessable contributions **R** \$
(**R1** plus **R2** plus **R3** less **R6**)

Calculation of non-arm's length income	
*Net non-arm's length private company dividends	
U1 \$	
plus *Net non-arm's length trust distributions	
U2 \$	
plus *Net other non-arm's length income	
U3 \$	

*Other income **S** \$

*Assessable income due to changed tax status of fund **T** \$

Net non-arm's length income **U** \$
(subject to 45% tax rate)
(**U1** plus **U2** plus **U3**)

#This is a mandatory label.

*If an amount is entered at this label, check the instructions to ensure the correct tax treatment has been applied.

GROSS INCOME **W** \$
(Sum of labels **A** to **U**)

Exempt current pension income **Y** \$

TOTAL ASSESSABLE INCOME **V** \$
(**W** less **Y**)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

- Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded in the 'Non-deductible expenses' column).

	DEDUCTIONS		NON-DEDUCTIBLE EXPENSES
Interest expenses within Australia	A1 \$		A2 \$
Interest expenses overseas	B1 \$		B2 \$
Capital works expenditure	D1 \$		D2 \$
Decline in value of depreciating assets	E1 \$		E2 \$
Insurance premiums – members	F1 \$		F2 \$
Death benefit increase	G1 \$		
SMSF auditor fee	H1 \$		H2 \$
Investment expenses	I1 \$		I2 \$
Management and administration expenses	J1 \$		J2 \$
Forestry managed investment scheme expense	U1 \$		U2 \$
Other amounts	L1 \$	Code	L2 \$
Tax losses deducted	M1 \$		
	TOTAL DEDUCTIONS N \$ (Total A1 to M1)		TOTAL NON-DEDUCTIBLE EXPENSES Y \$ (Total A2 to L2)
	#TAXABLE INCOME OR LOSS <small>Loss</small> O \$ (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)		TOTAL SMSF EXPENSES Z \$ (N plus Y)

#This is a mandatory label.

Section D: Income tax calculation statement

#Important:

Section B label **R3**, Section C label **O** and Section D labels **A, T1, J, T5** and **I** are mandatory. If you leave these labels blank, you will have specified a zero amount.

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2019* on how to complete the calculation statement.

#Taxable income	A \$	<i>(an amount must be included even if it is zero)</i>
#Tax on taxable income	T1 \$	<i>(an amount must be included even if it is zero)</i>
#Tax on no-TFN-quoted contributions	J \$	<i>(an amount must be included even if it is zero)</i>

Gross tax **B \$**

(T1 plus J)

Foreign income tax offset	
C1 \$	
Rebates and tax offsets	Non-refundable non-carry forward tax offsets
C2 \$	C \$
	<i>(C1 plus C2)</i>

SUBTOTAL 1

T2 \$

(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset	
D1 \$	
Early stage venture capital limited partnership tax offset carried forward from previous year	Non-refundable carry forward tax offsets
D2 \$	D \$
Early stage investor tax offset	<i>(D1 plus D2 plus D3 plus D4)</i>
D3 \$	
Early stage investor tax offset carried forward from previous year	SUBTOTAL 2
D4 \$	T3 \$
	<i>(T2 less D – cannot be less than zero)</i>

Complying fund's franking credits tax offset	
E1 \$	
No-TFN tax offset	
E2 \$	
National rental affordability scheme tax offset	Refundable tax offsets
E3 \$	E \$
Exploration credit tax offset	<i>(E1 plus E2 plus E3 plus E4)</i>
E4 \$	

#TAX PAYABLE **T5 \$**

(T3 less E – cannot be less than zero)

Section 102AAM interest charge

G \$

Credit for interest on early payments – amount of interest	
H1 \$	
Credit for tax withheld – foreign resident withholding (excluding capital gains)	
H2 \$	
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	
H3 \$	
Credit for TFN amounts withheld from payments from closely held trusts	
H5 \$	
Credit for interest on no-TFN tax offset	
H6 \$	
Credit for foreign resident capital gains withholding amounts	
H8 \$	
	Eligible credits
	H \$
	<i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>

#Tax offset refunds (Remainder of refundable tax offsets)	I \$	<i>(unused amount from label E – an amount must be included even if it is zero)</i>
---	-------------	---

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

AMOUNT DUE OR REFUNDABLE A positive amount at S is what you owe, while a negative amount is refundable to you.	S \$	<i>(T5 plus G less H less I less K plus L less M plus N)</i>
---	-------------	--

#This is a mandatory label.

Section E: Losses**14 Losses**

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2019*.

Tax losses carried forward to later income years **U \$**
Net capital losses carried forward to later income years **V \$**

Section F: Member information

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

<p>I Refer to instructions for completing these labels.</p>
--

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

Contributions from non-complying funds and previously non-complying funds

T \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

M \$

TOTAL CONTRIBUTIONS N \$

(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O \$**

Loss

Accumulation phase account balance

S1 \$Inward rollovers and transfers **P \$**

Retirement phase account balance – Non CDBIS

S2 \$Outward rollovers and transfers **Q \$**

Retirement phase account balance – CDBIS

S3 \$Lump Sum payments **R1 \$**Income stream payments **R2 \$**

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$

(S1 plus S2 plus S3)Accumulation phase value **X1 \$**Retirement phase value **X2 \$**Outstanding limited recourse borrowing arrangement amount **Y \$**

MEMBER 2

Title: Mr Mrs Miss Ms Other
Family name

First given name Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

I Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date Day / Month / Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

Contributions from non-complying funds and previously non-complying funds

T \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

M \$

TOTAL CONTRIBUTIONS N \$

(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance

S1 \$

Retirement phase account balance – Non CDBIS

S2 \$

Retirement phase account balance – CDBIS

S3 \$

TRIS Count

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

CLOSING ACCOUNT BALANCE S \$

(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

Outstanding limited recourse borrowing arrangement amount **Y** \$

Sensitive (when completed)

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$

Unlisted trusts **B** \$

Insurance policy **C** \$

Other managed investments **D** \$

15b Australian direct investments

Cash and term deposits **E** \$

Limited recourse borrowing arrangements Australian residential real property J1 \$ Australian non-residential real property J2 \$ Overseas real property J3 \$ Australian shares J4 \$ Overseas shares J5 \$ Other J6 \$	Debt securities F \$ Loans G \$ Listed shares H \$ Unlisted shares I \$ Limited recourse borrowing arrangements J \$
---	---

15c Other investments

Crypto-Currency **N** \$

15d Overseas direct investments

Overseas shares **P** \$

Overseas non-residential real property **Q** \$

Overseas residential real property **R** \$

Overseas managed investments **S** \$

Other overseas assets **T** \$

TOTAL AUSTRALIAN AND OVERSEAS ASSETS U \$ (Sum of labels A to T)
--

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?

A No Yes **\$**

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution?

A No Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA?

B No Yes

16 LIABILITIES

Borrowings for limited recourse
borrowing arrangements

V1 \$

Permissible temporary borrowings

V2 \$

Other borrowings

V3 \$

Borrowings **V \$**

Total member closing account balances
(total of all **CLOSING ACCOUNT BALANCES** from Sections F and G) **W \$**

Reserve accounts **X \$**

Other liabilities **Y \$**

TOTAL LIABILITIES Z \$

Section I: Taxation of financial arrangements**17 Taxation of financial arrangements (TOFA)**

Total TOFA gains **H \$**

Total TOFA losses **I \$**

Section J: Other information**Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year** **A**
specified of the election (for example, for the 2018–19 income year, write **2019**).

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, **B**
and complete and attach the *Family trust election, revocation or variation 2019*.

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust **C**
or fund is making one or more elections this year, write the earliest income year being
specified and complete an *Interposed entity election or revocation 2019* for each election.

If revoking an interposed entity election, print **R**, and complete **D**
and attach the *Interposed entity election or revocation 2019*.

Section K: Declarations

 Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

Important

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

Taxation law authorises the ATO to collect information and disclose it to other government agencies. For information about your privacy go to ato.gov.au/privacy

TRUSTEE'S OR DIRECTOR'S DECLARATION:

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report (if required) and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date Day / Month / Year

Preferred trustee or director contact details:

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return **Hrs**

 The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this annual return to maintain the integrity of the register. For further information, refer to the instructions.

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2019* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date Day / Month / Year

Tax agent's contact details

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Losses schedule

2019

Companies and trusts that do not join consolidated groups should complete and attach this schedule to their 2019 tax return. Superannuation funds should complete and attach this schedule to their 2019 tax return.

Print neatly in BLOCK LETTERS with a black or blue ballpoint pen only. Print one letter or number in each box. Do not use correction fluid or tape.

Place in all applicable boxes.

Refer to *Losses schedule instructions 2019*, available on our website ato.gov.au for instructions on how to complete this schedule.

Tax file number (TFN)

Name of entity

Australian business number

Part A – Losses carried forward to the 2019–20 income year – excludes film losses

1 Tax losses carried forward to later income years

Year of loss	
2018–19	B
2017–18	C
2016–17	D
2015–16	E
2014–15	F
2013–14 and earlier income years	G
Total	U

Transfer the amount at **U** to the **Tax losses carried forward to later income years** label on your tax return.

2 Net capital losses carried forward to later income years

Year of loss	
2018–19	H
2017–18	I
2016–17	J
2015–16	K
2014–15	L
2013–14 and earlier income years	M
Total	V

Transfer the amount at **V** to the **Net capital losses carried forward to later income years** label on your tax return.

Part B – Ownership and business continuity test – company and listed widely held trust only

Complete item 3 of Part B if a loss is being carried forward to later income years and the business continuity test has to be satisfied in relation to that loss.

Do not complete items 1 or 2 of Part B if, in the 2018–19 income year, no loss has been claimed as a deduction, applied against a net capital gain or, in the case of companies, losses have not been transferred in or out.

1 Whether continuity of majority ownership test passed

Note: If the entity has deducted, applied, transferred in or transferred out (as applicable) in the 2018–19 income year a loss incurred in any of the listed years, print **X** in the **Yes** or **No** box to indicate whether the entity has satisfied the continuity of majority ownership test in respect of that loss.

Year of loss			
2018–19	A	Yes	No
2017–18	B	Yes	No
2016–17	C	Yes	No
2015–16	D	Yes	No
2014–15	E	Yes	No
2013–14 and earlier income years	F	Yes	No

2 Amount of losses deducted/applied for which the continuity of majority ownership test is not passed but the business continuity test is satisfied – excludes film losses

Tax losses	G
Net capital losses	H

3 Losses carried forward for which the business continuity test must be satisfied before they can be deducted/applied in later years – excludes film losses

Tax losses	I
Net capital losses	J

4 Do current year loss provisions apply?

Is the company required to calculate its taxable income or tax loss for the year under Subdivision 165-B or its net capital gain or net capital loss for the year under Subdivision 165-CB of the *Income Tax Assessment Act 1997* (ITAA 1997)?

K Yes No

Part C – Unrealised losses – company only

Note: These questions relate to the operation of Subdivision 165-CC of ITAA 1997.

Has a changeover time occurred in relation to the company after 1.00pm by legal time in the Australian Capital Territory on 11 November 1999?

L Yes No

If you printed **X** in the **No** box at **L**, do not complete **M**, **N** or **O**.

At the changeover time did the company satisfy the maximum net asset value test under section 152-15 of ITAA 1997?

M Yes No

If you printed **X** in the **No** box at **M**, has the company determined it had an unrealised net loss at the changeover time?

N Yes No

If you printed **X** in the **Yes** box at **N**, what was the amount of unrealised net loss calculated under section 165-115E of ITAA 1997?

O

Part D – Life insurance companies

Complying superannuation class tax losses carried forward to later income years **P**

Complying superannuation net capital losses carried forward to later income years **Q**

Part E – Controlled foreign company losses

Current year CFC losses **M**

CFC losses deducted **N**

CFC losses carried forward **O**

Part F – Tax losses reconciliation statement

Balance of tax losses brought forward from the prior income year **A**

ADD Uplift of tax losses of designated infrastructure project entities **B**

SUBTRACT Net forgiven amount of debt **C**

ADD Tax loss incurred (if any) during current year **D**

ADD Tax loss amount from conversion of excess franking offsets **E**

SUBTRACT Net exempt income **F**

SUBTRACT Tax losses forgone **G**

SUBTRACT Tax losses deducted **H**

SUBTRACT Tax losses transferred out under Subdivision 170-A
(only for transfers involving a foreign bank branch or a PE of a foreign financial entity) **I**

Total tax losses carried forward to later income years **J**

Transfer the amount at **J** to the **Tax losses carried forward to later income years** label on your tax return.

If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements.

Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy

Taxpayer's declaration

I declare that the information on this form is true and correct.

Signature

Date Day / Month / Year

Contact person

Daytime contact number (include area code)

Voytas Family Superannuation Fund

Members Statement

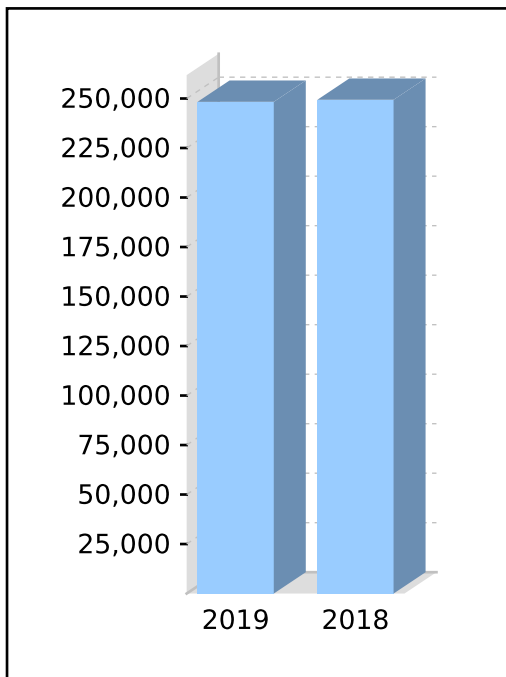
David Voytas
 3 Dammeral Crescent
 Emerald Beach, New South Wales, 2456, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	42	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	248,326.62
Date Joined Fund:	01/07/2017	Total Death Benefit:	248,326.62
Service Period Start Date:	01/03/2011		
Date Left Fund:			
Member Code:	VOYDAV00002A		
Account Start Date:	01/07/2017		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	248,326.62
<u>Preservation Components</u>	
Preserved	248,326.62
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	142,935.08
Taxable	105,391.54
Investment Earnings Rate	-0.41%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2018	249,355.19	249,355.19
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	(1,164.99)	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax	(136.42)	
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2019	248,326.62	249,355.19

Voytas Family Superannuation Fund

Members Statement

Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

David Voytas
Trustee

Donna Voytas
Trustee

Voytas Family Superannuation Fund

Members Statement

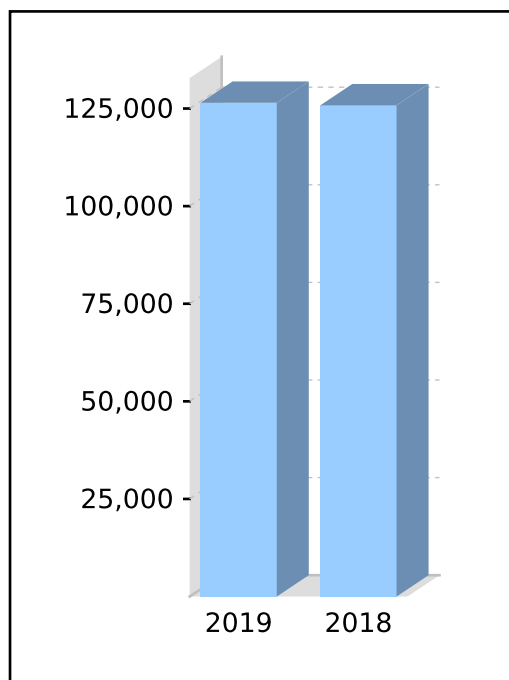
Donna Voytas
 3 Dammeral Crescent
 Emerald Beach, New South Wales, 2456, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	41	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	126,475.01
Date Joined Fund:	01/07/2017	Total Death Benefit:	126,475.01
Service Period Start Date:	01/03/2011		
Date Left Fund:			
Member Code:	VOYDON00003A		
Account Start Date:	01/07/2017		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	126,475.01
<u>Preservation Components</u>	
Preserved	126,475.01
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	95,872.79
Taxable	30,602.22
Investment Earnings Rate	-0.41%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2018	125,831.33	125,831.33
<u>Increases to Member account during the period</u>		
Employer Contributions	1,369.87	
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	(589.77)	
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	205.48	
Income Tax	(69.06)	
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2019	126,475.01	125,831.33

Voytas Family Superannuation Fund
Members Statement

Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

David Voytas
Trustee

Donna Voytas
Trustee

Voytas Family Superannuation Fund

Projected Investment Strategy

Overview

The aim of this strategy is to provide the Members with an income on retirement.

Investment Objectives

The Trustee(s) will at all times ensure the funds assets are invested in accordance with the trust deed and comply with the applicable legislative requirements.

The Trustee(s) will act prudently to maximise the rate of return, subject to acceptable risk parameters whilst maintaining an appropriate diversification across a broad range of assets whilst assessing the risks where it is determined the fund's portfolio lacks diversification and / or has elected to implement a sector bias.

Having considered the risk profile of the fund and the member's needs and circumstances, the trustee has adopted the following objectives for the investment of assets of the fund;

- to achieve an investment return (based on market values and net of tax and charges) that exceeds the CPI by at least 3% per annum when measured over a rolling 5 year period.
- to have a probability of zero or negative returns in any 12 Month period of less than one in five years; and
- have sufficient liquidity to meet liabilities as and when they fall due.
- to consider the need to hold a policy of insurance for one or more members of the fund.

Investment Strategy

The fund will invest in a portfolio of assets according to market conditions and within the ranges specified below:

Asset Allocation

The targeted asset allocation will be in the following ranges:

<u>Asset Class</u>	<u>Target Range</u>
Australian Shares	0 - 20 %
International Shares	0 - 20 %
Cash	80 - 100 %
Direct Property	80 - 100 %
Other	0 - 100 %

Quality companies and trusts as supported by research and fundamental analysis will be selected. Direct investments in property, artwork and lease equipment may form part of the strategy provided there is sufficient basis for the decision.

Insurance

The Trustees have considered and consulted Professional Advice where necessary to ensure that all fund members have the correct type and level of insurance. Insurance may be held within or outside the SMSF.

Review and Monitoring

The trustees will monitor and review the fund's investment activities on a regular basis and to communicate with the members should they feel that any change in strategy is necessary in order to achieve the fund's objective.

Date: / /

.....
David Voytas

.....
Donna Voytas

Minutes of a meeting of the Trustee(s)

held on / / at 3 Dammeral Crescent, Emerald Beach, New South Wales 2456

- PRESENT:** David Voytas and Donna Voytas
- MINUTES:** The Chair reported that the minutes of the previous meeting had been signed as a true record.
- FINANCIAL STATEMENTS OF SUPERANNUATION FUND:** It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the Superannuation Fund is not a reporting entity and therefore is not required to comply with all Australian Accounting Standards.
- The Chair tabled the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2019 and it was resolved that such statements be and are hereby adopted as tabled.
- TRUSTEE'S DECLARATION:** It was resolved that the trustee's declaration of the Superannuation Fund be signed.
- ANNUAL RETURN:** Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2019, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
- TRUST DEED:** The Chair tabled advice received from the Fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.
- INVESTMENT STRATEGY:** The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.
- INSURANCE COVER:** The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the Fund.
- ALLOCATION OF INCOME:** It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).
- INVESTMENT ACQUISITIONS:** It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2019.
- AUDITORS:** It was resolved that
- Tony Boys
- of
- PO Box 3376, Rundle Mall, South Australia 5000
- act as auditors of the Fund for the next financial year.
- TAX AGENTS:** It was resolved that
- Herron Accountants
- act as tax agents of the Fund for the next financial year.

Minutes of a meeting of the Trustee(s)

held on / / at 3 Dammeral Crescent, Emerald Beach, New South Wales 2456

TRUSTEE STATUS:

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the Fund and that they are not disqualified persons as defined by s 120 of the SISA.

CONTRIBUTIONS RECEIVED:

It was resolved that the contributions during the year be allocated to members on the basis of the schedule provided by the principal Fund employer.

CLOSURE:

All resolutions for this meeting were made in accordance with the SISA and Regulations.

There being no further business the meeting then closed.

Signed as a true record –

.....

David Voytas

Chairperson

Voytas Family Superannuation Fund

Trial Balance

As at 30 June 2019

Code	Account Name	Units	Debits \$	Credits \$
24200	Contributions			
24200/VOYDON00003A	(Contributions) Voytas, Donna - Accumulation			1,369.87
25000	Interest Received			
25000/ATO22	Australian Taxation Office			53.73
25000/BQL215916321	BOQ WebSavings Account 21591632			2,716.96
30100	Accountancy Fees		2,640.00	
30400	ATO Supervisory Levy		777.00	
30700	Auditor's Remuneration		1,100.00	
31500	Bank Charges		8.45	
49000	Profit/Loss Allocation Account			384.89
50010	Opening Balance			
50010/VOYDAV00002A	(Opening Balance) Voytas, David - Accumulation			249,355.19
50010/VOYDON00003A	(Opening Balance) Voytas, Donna - Accumulation			125,831.33
52420	Contributions			
52420/VOYDON00003A	(Contributions) Voytas, Donna - Accumulation			1,369.87
53100	Share of Profit/(Loss)			
53100/VOYDAV00002A	(Share of Profit/(Loss)) Voytas, David - Accumulation		1,164.99	
53100/VOYDON00003A	(Share of Profit/(Loss)) Voytas, Donna - Accumulation		589.77	
53330	Income Tax			
53330/VOYDAV00002A	(Income Tax) Voytas, David - Accumulation			136.42
53330/VOYDON00003A	(Income Tax) Voytas, Donna - Accumulation			69.06
53800	Contributions Tax			
53800/VOYDON00003A	(Contributions Tax) Voytas, Donna - Accumulation		205.48	
60400	Bank Accounts			
60400/BQL215916321	BOQ WebSavings Account 21591632		102,020.85	
65500	Cafe Container		15,000.00	
76100	Other Investments			
76100/LOT21FEATHER1	Development Costs		26,966.85	
77250	Real Estate Properties (Australian - Non Residential)			

Voytas Family Superannuation Fund

Trial Balance

As at 30 June 2019

Code	Account Name	Units	Debits \$	Credits \$
77250/LOT21FEATHER	Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	1.0000	240,789.31	
85000	Income Tax Payable/Refundable		308.00	
88000	Sundry Creditors			10,283.38
			<u>391,570.70</u>	<u>391,570.70</u>

Current Year Profit/(Loss): (384.89)



Bank of Queensland Limited
 ABN 32 009 656 740
 AFSL No. 244616
 BOQ Centre
 Level 6, 100 Skyring Terrace
 Newstead Qld 4006
 GPO Box 898, Brisbane 4001
 Telephone 1300 55 72 72
 Facsimile (07) 3212 3399
 www.boq.com.au

STATEMENT

Account Number: **21591632**
 BSB: 124185
 From 18-Mar-2019 to 17-Sep-2019

WebSavings Account

Account Details	Statement Summary
Mrs Donna Leanne Voytas and Mr David Robert Voytas ATF Voytas Family Superannuation Fund	Opening Balance \$ 108,077.38 cr Total Credits \$ 9,475.11 cr Total Debits \$ 16,734.21 dr Credit Interest FYTD \$ 145.15 cr Closing Balance \$ 100,818.28 cr
Details as at 17-Sep-2019	

Transactions		Debit	Credit	Balance
2019				
18-Mar	Opening Balance			108,077.38 cr
31-Mar	Interest		110.15 ✓	108,187.53 cr
08-Apr	Direct Credit Hilly Nominees P Super 3Rd Quart		719.49	108,907.02 cr
15-Apr	Pay Anyone To Lab Design 083088 840039143 lb2-40878241	2,574.00		106,333.02 cr
26-Apr	Pay Anyone To Kennys Earth Moving Pty Ltd 062687 010180402 lb2-02249822	4,144.25		102,188.77 cr
26-Apr	Direct Credit Resource Desig N Rdm		5,519.25	107,708.02 cr
26-Apr	Pay Anyone To I G Evision & Partners 062521 010190424 lb2-28230310	506.00		107,202.02 cr
30-Apr	Internet Pay Anyone Fee	1.95 ✓		107,200.07 cr
30-Apr	Interest		106.07 ✓	107,306.14 cr
05-May	Pay Anyone To Green With Envylandscaping 533000 000225887 lb2-02900325	440.00		106,866.14 cr
10-May	Direct Credit Ato Ato002000010807344		1,256.73	108,122.87 cr
27-May	Tfr To Account 021425726 lb2-71891045	2,020.00		106,102.87 cr
31-May	Internet Pay Anyone Fee	0.65 ✓		106,102.22 cr
31-May	Interest		109.58 ✓	106,211.80 cr
13-June	Pay Anyone To O'Mara Wood & Associates 533000 000200066 lb2-73396285	3,520.00		102,691.80 cr
13-June	BPAY Chcc Rates lb2-73409885	762.00		101,929.80 cr
30-June	Internet Pay Anyone Fee	0.65 ✓		101,929.15 cr
30-June	Interest		91.70 ✓	102,020.85 cr
12-Jul	Direct Credit Coffs Hrbr Cnc L 00179295		770.00	102,790.85 cr
22-Jul	Direct Credit Hilly Nominees P Moonee Phcy		646.99	103,437.84 cr
31-Jul	Interest		75.91	103,513.75 cr
06-Aug	Pay Anyone To De Groot Bensonpty Ltd 082551 516281894 lb2-85665465	1,980.00		101,533.75 cr
31-Aug	Internet Pay Anyone Fee	0.65		101,533.10 cr
31-Aug	Interest		69.24	101,602.34 cr
02-Sep	BPAY Chcc Rates lb2-57516940	784.06		100,818.28 cr

Transactions		Continued		
Posting Date	Transaction Details	Debit	Credit	Balance
17-Sep	Closing Balance			100,818.28 cr
		Total Debits & Credits	16,734.21	9,475.11
		Overdrawn Rate is 17.20% p.a.		

Credit Interest Rates**Effective Date: 11/07/2019**

Amount	Interest Rate p.a.
\$1 - \$1,999	0.01%
\$2,000 and over	0.80%

Interest rates are subject to change. Interest is calculated on the daily closing balance and paid monthly on the last day of the month. Interest for the last day of the month will be paid in the following month.

Balances greater than \$5,000,000 are subject to approval.

The interest rates quoted above are current as at the Effective Date. If you require information about any interest rate changes that may have occurred in the period between your last statement and this statement, please contact your local BOQ branch or phone our Customer Contact Centre on 1300 55 72 72.

Statement Integrity

You should check all entries appearing on this statement for error or possible unauthorised transactions. For more information about your account, including details on how to dispute any of the transactions found on your statement, or the benefits, fees and charges, they can be found in the relevant Terms and Conditions or Fees and Charges booklets. You can also obtain the information at any BOQ branch, through our Customer Contact Centre on 1300 55 72 72 or by visiting our website boq.com.au. If you have a problem or complaint, information about our dispute resolution process is available at any branch or through the Customer Contact Centre.

SECURITY ALERT FOR PIN AND PAC HOLDERS - visit www.boq.com.au

Protect your card. Always carry it with you and never give it to anybody, including family or friends. Don't tell anyone your PIN or PAC, & don't let anyone see your PIN when using ATMs/Eftpos. Don't record your PIN on your card. Don't record your PAC in the same place as your CAN, & always disguise it. If you lose your card, or think others may know your PIN or PAC, call BOQ immediately on 1800 077 024. If you do not follow these precautions or fail to inform us quickly, you may be liable for losses in accordance with EFT Code of Conduct. For details visit www.boq.com.au

Privacy and Confidentiality

BOQ is committed to respecting the privacy of your personal information. We may also need to disclose information about you to certain organisations in connection with the establishment and administration of your accounts. The types of organisations to which we may disclose this information are our related bodies corporate, regulatory bodies and government agencies, your agents, including broker or financial adviser, credit and debt agencies, agents, contractors and professional advisers who assist us in providing our services, your referees and guarantors, your or our insurers, and organisations that carry out functions on our behalf including mailing houses, data processors, researchers and collection agents, some of which may be located outside Australia. The information we provide to other organisations will be strictly limited to what is required to provide the service or comply with the law. We are happy to answer any further questions you may have about our management of your personal information. You can contact us at any of our branches.



F7FNSJTMDG-TL02

Account Details

21591632 VOYTAS FAMILY SUPER FUND - Available: \$95,592.79

Account Information

Account Name:
VOYTAS FAMILY SUPER FUND

Transactions Search

Date Range
Start Date

For a specified range

30/06/2018 DD/MM/YYYY End Date 30/06/2019 DD/MM/YYYY (DD/MM/YYYY)

Transaction List Matching Search Criteria

Date	Description	Debit	Credit	Balance
30/06/2019	INTEREST			
30/06/2019	INTERNET PAY ANYONE FEE		\$91.70	\$102,020.85
		\$0.65 ✓		\$101,929.15
13/06/2019	BPAY CHCC Rates IB2-73409885	\$762.00		\$101,929.80
13/06/2019	PAY ANYONE TO o'mara wood & as sociates 533000 000200066 IB2-73396285	\$3,520.00		\$102,691.80
31/05/2019	INTEREST		\$109.58	\$106,211.80
31/05/2019	INTERNET PAY ANYONE FEE	\$0.65 ✓		\$106,102.22
27/05/2019	TFR TO ACCOUNT 021425726 IB2-71891045	\$2,020.00		\$106,102.87
10/05/2019	Direct Credit ATO ATO002000010807344		\$1,256.73	\$108,122.87
05/05/2019	PAY ANYONE TO Green With Envy Landscaping 533000 000225887 IB2-02900325	\$440.00		\$106,866.14
30/04/2019	INTEREST		\$106.07	\$107,306.14
30/04/2019	INTERNET PAY ANYONE FEE	\$1.95 ✓		\$107,200.07
26/04/2019	PAY ANYONE TO I G EVISION & Pa rtners 062521 010190424 IB2-28230310	\$506.00		\$107,202.02
26/04/2019	Direct Credit Resource Desig n RDM		\$5,519.25	\$107,708.02
26/04/2019	PAY ANYONE TO Kennys Earth Moving Pty Ltd 062687 010180402 IB2-02249822	\$4,144.25		\$102,188.77
26/04/2019	PAY ANYONE TO LAB Design 08308 8 840039143 IB2-403782411	\$2,574.00		\$106,333.02
15/04/2019	PAY ANYONE TO LAB Design 08308 8 840039143 IB2-403782411		\$719.49	\$108,907.02
08/04/2019	Direct Credit HILLY NOMINEES P Super 3rd Quart		\$110.15	\$108,187.53
31/03/2019	INTEREST		\$101.03 ✓	\$108,077.38
28/02/2019	INTEREST		\$0.65 ✓	\$107,976.35
28/02/2019	INTERNET PAY ANYONE FEE	\$762.00		\$107,977.00
27/02/2019	BPAY CHCC Rates IB2-43577381	\$4,867.50		\$108,739.00
06/02/2019	PAY ANYONE TO LAB DESIGNS 0830 88 840039143 IB2-69042441		\$115.43 ✓	\$113,606.50
31/01/2019	INTEREST		\$502.50	\$113,491.07
14/01/2019	Direct Credit HILLY NOMINEES P SUPER WOODNEE		\$221.53 ✓	\$112,988.57
31/12/2018	INTEREST	\$216,165.31		\$112,767.04
15/12/2018	TRANSFER TO ONE STEP CONVEYANC		\$266.63	\$328,932.35
11/12/2018	TFR FROM 021444978 IB2-45565071	\$266.63		\$328,665.72
11/12/2018	BPAY CHCC Water IB2-455616911		\$326.32 ✓	\$328,932.35
30/11/2018	INTEREST		\$1.95 ✓	\$328,606.03
30/11/2018	INTERNET PAY ANYONE FEE	\$645.00		\$328,607.98
27/11/2018	PAY ANYONE TO I G Evison & Par tners 062521 010190424 IB2-62059357	\$3,633.00		\$329,252.98
08/11/2018	PAY ANYONE TO Resource Development Management 012572 835754 214 IB2-012111341	\$3,000.00		\$332,885.98
07/11/2018	PAY ANYONE TO Resource Design Management 012572 835754 214 IB2-68716103		\$370.79 ✓	\$335,885.98
31/10/2018	INTEREST		\$0.65 ✓	\$335,515.19
31/10/2018	INTERNET PAY ANYONE FEE			

19/10/2018	PAY ANYONE TO Resource Design & Management 012572 835754214 IB2-725434117		
19/10/2018	BPAY CHCC App Processes IB2-72638797	\$320.00	\$335,515.84
15/10/2018	TFR TO ACCOUNT 022811856 IB2-27531212	\$590.00	\$335,835.84
02/10/2018	Direct Credit Tennant PTY LTD Moomee Phcy	\$15,000.00	\$336,425.84
30/09/2018	INTEREST		\$336,425.84
30/09/2018	INTERNET PAY ANYONE FEE	\$147.88	\$336,425.84
20/09/2018	Direct Credit Resource Design CHCC Refund DA Fee	\$377.00 ✓	\$336,277.96
18/09/2018	PAY ANYONE TO LAB Designs 0830 88 840039143 IB2-23902991	\$91.30 ✓	\$336,090.96
17/09/2018	PAY ANYONE TO RESOURCE DESIGN & MANAGEMENT 012572 835754214 IB2-82231872	\$2,785.00	\$350,902.26
		\$2,671.35	\$348,117.26
31/08/2018	INTEREST	\$3,865.00	\$350,788.81
31/08/2018	INTERNET PAY ANYONE FEE		\$350,788.81
29/08/2018	PAY ANYONE TO Design Studio 22 Pty Ltd 032576 000401655 IB2-93858892	\$393.76 ✓	\$354,653.61
13/08/2018	BPAY TAX OFFICE PAYMENTS IB2-383553339	\$0.65 ✓	\$354,259.85
31/07/2018	INTEREST	\$2,475.00	\$354,260.50
31/07/2018	INTEREST	\$1151.00	\$355,735.50
30/06/2018	INTEREST		\$355,735.50
30/06/2018	INTERNET PAY ANYONE FEE	\$393.80 ✓	\$356,886.50
		\$401.74	\$356,492.90
		\$3.25	\$356,091.16

Please note this Transaction List is not an official statement and is subject to change.

For loan accounts, the entry described as FEE CAPITALISATION affects the balance of the loan account. The entry/entries that appear immediately before this transaction describe the fees capitalised and do not affect the balance of the loan account.

with Envy 515 ✓
440,
oil Res- 2020 ✓
P/s. Paid by BV.
Bimira Wood ✓
3520.00
Rates. 762.00



Australian Government
Australian Taxation Office

Agent HERRON ACCOUNTANTS
Client THE TRUSTEE FOR VOYTAS
FAMILY SUPERANNUATION FUND
ABN 35 733 811 226
TFN 925 722 083

Income tax 551

Date generated	11/05/2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

5 results found - from **01 July 2018** to **30 June 2019** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
7 May 2019	30 Jun 2017	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 15 to 30 Jun 16		\$1,023.00	\$1,023.00 CR
7 May 2019	2 Jul 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 16 to 30 Jun 17		\$333.00	\$1,356.00 CR
7 May 2019	7 May 2019	Interest on overpayment		\$53.73	\$1,409.73 CR
7 May 2019	10 May 2019	Credit offset to integrated client account	\$153.00		\$1,256.73 CR
7 May 2019	10 May 2019	Refund	\$1,256.73		\$0.00

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
Interest Received (25000)					
<u>Bank of Qld - Websavings Account (BQL21591632)</u>					
31/07/2018	Interest			393.60 ✓	393.60 CR
31/08/2018	Interest			393.76 ✓	787.36 CR
30/09/2018	Interest			377.00 ✓	1,164.36 CR
31/10/2018	Interest			370.79 ✓	1,535.15 CR
30/11/2018	Interest			326.32 ✓	1,861.47 CR
31/12/2018	Interest			221.53 ✓	2,083.00 CR
31/01/2019	Interest			115.43 ✓	2,198.43 CR
28/02/2019	Interest			101.03 ✓	2,299.46 CR
31/03/2019	Interest			110.15 ✓	2,409.61 CR
30/04/2019	Interest			106.07 ✓	2,515.68 CR
31/05/2019	Interest			109.58 ✓	2,625.26 CR
30/06/2019	Interest			91.70 ✓	2,716.96 CR
				2,716.96	2,716.96 CR

Total Debits: 0.00
Total Credits: 2,716.96

Amounts traced through BOQ Account 21591632

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
Accountancy Fees (30100)					
<i>Accountancy Fees (30100)</i>					
15/04/2019	Haywards Chartered Accountants		1,320.00		1,320.00 DR
15/04/2019	Haywards Chartered Accountants		1,320.00		2,640.00 DR
			2,640.00		2,640.00 DR

Total Debits: 2,640.00

Total Credits: 0.00

Client Ledger Report

VOYT035

VOYTAS FAMILY SUPERANNUATION FUND
3 DAMMEREL CRESCENT

EMERALD BEACH
2456

Tel Fax

Balance 0.00 **Unallocated** 0.00

Number	Date	Detail	Explanation	Amount	Tax	Paid Amount	Cash	Unallocated Cash	Gross Unpaid	Balance
25866	6/12/2013	SALINVOICE		880.00	80.00	880.00	0.00	0.00	0.00	0.00
25867	6/12/2013	SALINVOICE		385.00	35.00	385.00	0.00	0.00	0.00	0.00
20131206	20/12/2013	SALRECEIPT	25,867.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00
20131206	20/12/2013	SALRECEIPT	25,866.00	0.00	0.00	0.00	880.00	0.00	0.00	0.00
28435	22/12/2015	SALINVOICE		990.00	90.00	990.00	0.00	0.00	0.00	0.00
28436	22/12/2015	SALINVOICE		440.00	40.00	440.00	0.00	0.00	0.00	0.00
28437	22/12/2015	SALINVOICE		990.00	90.00	990.00	0.00	0.00	0.00	0.00
28438	22/12/2015	SALINVOICE		440.00	40.00	440.00	0.00	0.00	0.00	0.00
20151222	9/02/2016	SALRECEIPT	28435 - DD	0.00	0.00	0.00	990.00	0.00	0.00	0.00
32348	18/03/2019	SALINVOICE		1,320.00	120.00	1,320.00	0.00	0.00	0.00	0.00
32349	18/03/2019	SALINVOICE		1,320.00	120.00	1,320.00	0.00	0.00	0.00	0.00
32350	18/03/2019	SALINVOICE		550.00	50.00	550.00	0.00	0.00	0.00	0.00
32351	18/03/2019	SALINVOICE		550.00	50.00	550.00	0.00	0.00	0.00	0.00
20190318	15/04/2019	SALRECEIPT	32348 Eft	0.00	0.00	0.00	1,320.00	0.00	0.00	0.00
20190318	15/04/2019	SALRECEIPT	32349 Eft	0.00	0.00	0.00	1,320.00	0.00	0.00	0.00
20190318	15/04/2019	SALRECEIPT	32350 Eft	0.00	0.00	0.00	550.00	0.00	0.00	0.00
20190318	15/04/2019	SALRECEIPT	32351 Eft	0.00	0.00	0.00	550.00	0.00	0.00	0.00
Adjustment W/O as pe	23/10/2019	SALRECEIPT	Write Off Balance as per GHD	0.00	0.00	0.00	1,870.00	0.00	0.00	0.00
33977	30/06/2020	SALINVOICE		2,310.00	210.00	2,310.00	0.00	0.00	0.00	0.00
33978	30/06/2020	SALINVOICE		550.00	50.00	550.00	0.00	0.00	0.00	0.00
33977	10/07/2020	SALINVOICE		2,310.00	210.00	2,310.00	0.00	0.00	0.00	0.00
33978	10/07/2020	SALINVOICE		550.00	50.00	550.00	0.00	0.00	0.00	0.00
33977	10/07/2020	SALINVOICE		-2,310.00	-210.00	-2,310.00	0.00	0.00	0.00	0.00
33978	10/07/2020	SALINVOICE		-550.00	-50.00	-550.00	0.00	0.00	0.00	0.00
20200710	10/07/2020	SALRECEIPT	33978 DD	0.00	0.00	0.00	550.00	0.00	0.00	0.00
20200710	10/07/2020	SALRECEIPT	33977 DD	0.00	0.00	0.00	2,310.00	0.00	0.00	0.00
				10,725.00	975.00	10,725.00	10,725.00	0.00	0.00	0.00

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
ATO Supervisory Levy (30400)					
<u>ATO Supervisory Levy (30400)</u>					
10/05/2019	ATO		259.00 ²⁰¹⁶		259.00 DR
10/05/2019	ATO		259.00 ²⁰¹⁷		518.00 DR
30/06/2019	2018 Income Tax Moved to Sundry Creditor		259.00 ²⁰¹⁸		777.00 DR
			777.00		777.00 DR

Total Debits: 777.00

Total Credits: 0.00

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
Auditor's Remuneration (30700)					
Auditor's Remuneration (30700)					
15/04/2019	Haywards Chartered Accountants		550.00		550.00 DR
15/04/2019	Haywards Chartered Accountants		550.00		1,100.00 DR
			1,100.00		1,100.00 DR

Total Debits: 1,100.00

Total Credits: 0.00

Client Ledger Report

VOYT035

VOYTAS FAMILY SUPERANNUATION FUND
3 DAMMEREL CRESCENT

EMERALD BEACH
2456

Tel Fax

Balance 0.00 Unallocated 0.00

Number	Date	Detail	Explanation	Amount	Tax	Paid Amount	Cash	Unallocated Cash	Gross Unpaid	Balance
25866	6/12/2013	SALINVOICE		880.00	80.00	880.00	0.00	0.00	0.00	0.00
25867	6/12/2013	SALINVOICE		385.00	35.00	385.00	0.00	0.00	0.00	0.00
20131206	20/12/2013	SALRECEIPT	25,867.00	0.00	0.00	0.00	385.00	0.00	0.00	0.00
20131206	20/12/2013	SALRECEIPT	25,866.00	0.00	0.00	0.00	880.00	0.00	0.00	0.00
28435	22/12/2015	SALINVOICE		990.00	90.00	990.00	0.00	0.00	0.00	0.00
28436	22/12/2015	SALINVOICE		440.00	40.00	440.00	0.00	0.00	0.00	0.00
28437	22/12/2015	SALINVOICE		990.00	90.00	990.00	0.00	0.00	0.00	0.00
28438	22/12/2015	SALINVOICE		440.00	40.00	440.00	0.00	0.00	0.00	0.00
20151222	9/02/2016	SALRECEIPT	28435 - DD	0.00	0.00	0.00	990.00	0.00	0.00	0.00
32348	18/03/2019	SALINVOICE		1,320.00	120.00	1,320.00	0.00	0.00	0.00	0.00
32349	18/03/2019	SALINVOICE		1,320.00	120.00	1,320.00	0.00	0.00	0.00	0.00
32350	18/03/2019	SALINVOICE		550.00	50.00	550.00	0.00	0.00	0.00	0.00
32351	18/03/2019	SALINVOICE		550.00	50.00	550.00	0.00	0.00	0.00	0.00
20190318	15/04/2019	SALRECEIPT	32348 Eft	0.00	0.00	0.00	1,320.00	0.00	0.00	0.00
20190318	15/04/2019	SALRECEIPT	32349 Eft	0.00	0.00	0.00	1,320.00	0.00	0.00	0.00
20190318	15/04/2019	SALRECEIPT	32350 Eft	0.00	0.00	0.00	550.00	0.00	0.00	0.00
20190318	15/04/2019	SALRECEIPT	32351 Eft	0.00	0.00	0.00	550.00	0.00	0.00	0.00
Adjustment W/O as pe	23/10/2019	SALRECEIPT	Write Off Balance as per GHD	0.00	0.00	0.00	1,870.00	0.00	0.00	0.00
33977	30/06/2020	SALINVOICE		2,310.00	210.00	2,310.00	0.00	0.00	0.00	0.00
33978	30/06/2020	SALINVOICE		550.00	50.00	550.00	0.00	0.00	0.00	0.00
33977	10/07/2020	SALINVOICE		2,310.00	210.00	2,310.00	0.00	0.00	0.00	0.00
33978	10/07/2020	SALINVOICE		550.00	50.00	550.00	0.00	0.00	0.00	0.00
33977	10/07/2020	SALINVOICE		-2,310.00	-210.00	-2,310.00	0.00	0.00	0.00	0.00
33978	10/07/2020	SALINVOICE		-550.00	-50.00	-550.00	0.00	0.00	0.00	0.00
20200710	10/07/2020	SALRECEIPT	33978 DD	0.00	0.00	0.00	550.00	0.00	0.00	0.00
20200710	10/07/2020	SALRECEIPT	33977 DD	0.00	0.00	0.00	2,310.00	0.00	0.00	0.00
				10,725.00	975.00	10,725.00	10,725.00	0.00	0.00	0.00

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
Bank Charges (31500)					
<u>Bank Charges (31500)</u>					
31/08/2018	Pay Anyone Fee		0.65 ✓		0.65 DR
30/09/2018	Pay Anyone Fee		1.30 ✓		1.95 DR
31/10/2018	Pay Anyone Fee		0.65 ✓		2.60 DR
30/11/2018	Pay Anyone Fee		1.95 ✓		4.55 DR
28/02/2019	Pay Anyone Fee		0.65 ✓		5.20 DR
30/04/2019	Pay Anyone Fee		1.95 ✓		7.15 DR
31/05/2019	Pay Anyone Fee		0.65 ✓		7.80 DR
30/06/2019	Pay Anyone Fee		0.65 ✓		8.45 DR
			8.45		8.45 DR

Total Debits: 8.45

Total Credits: 0.00

Amounts traced through BOQ Web Savings Account 21591632

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
Plant and Equipment (at written down value) - Unitised (76550)					
<u>Cafe Container (L21FEA11bhDy5oQcmxTY)</u>					
15/10/2018	Cafe Container	1.00	15,000.00		15,000.00 DR
		1.00	15,000.00		15,000.00 DR

Total Debits: 15,000.00

Total Credits: 0.00

Trustees have searched for source documents to support purchase, however unable to locate

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
Other Investments (76100)					
Development Costs (LOT21FEATHER1)					
29/08/2018	Design Studio 22 Pty Ltd		2,475.00		2,475.00 DR
17/09/2018	Resource Design & Management		3,865.00		6,340.00 DR
18/09/2018	Lab Designs		2,671.35		9,011.35 DR
20/09/2018	Credit: Resource Design			2,785.00	6,226.35 DR
19/10/2018	Resource Design & Management		320.00	unable to obtain	6,546.35 DR
19/10/2018	CHCC - Integrated Development Fee & Development Application Advertising		590.00		7,136.35 DR
27/11/2018	I G Evision & Partners		645.00		7,781.35 DR
06/02/2019	Lab Designs		4,867.50		12,648.85 DR
15/04/2019	Lab Designs		2,574.00		15,222.85 DR
26/04/2019	I G Evision & Partners		506.00		15,728.85 DR
26/04/2019	Resource Design & Management			5,519.25	10,209.60 DR
26/04/2019	Kenny's Earthmoving		4,144.25		14,353.85 DR
26/04/2019	Resource Design & Management		3,633.00		17,986.85 DR
26/04/2019	Resource Design & Management		3,000.00		20,986.85 DR
05/05/2019	Green with Envy Landscaping		440.00		21,426.85 DR
27/05/2019	Coffs Harbour Council		2,020.00		23,446.85 DR
13/06/2019	O'Meara Wood & Associates		3,520.00		26,966.85 DR
		0.00	35,271.10	8,304.25	26,966.85 DR

Total Debits: 35,271.10

Total Credits: 8,304.25

Total Debits: 27,066.85

Total Credits: 0.00

TAX INVOICE

Invoice Date
08 Aug 2018

Design Studio 22 Australia Pty Limited
PO Box 969
COFFS HARBOUR NSW 2450
AUSTRALIA

Invoice Number
INV-0673

Reference
Featherstone 01

Voytas Family Super Fund
3 Dammerel Cr
EMERALD BEACH NSW 2456

Description	Quantity	Unit Price	GST	Amount AUD
0021, Develop concept plan	1.00	2,250.00	10%	2,250.00
			Subtotal	2,250.00
			Total GST 10%	225.00
			Invoice Total AUD	2,475.00
			Total Net Payments AUD	0.00
			Amount Due AUD	2,475.00

Due Date: 22 Aug 2018

Please make all cheques payable to: Design Studio 22 Australia Pty Ltd

Or Direct Deposit
Design Studio 22 Australia Pty Ltd
Westpac Bank
BSB: 032-576
Account Number: 401655
Reference: Tax Invoice No.
Eftpos Facilities are available

PAYMENT ADVICE

	Customer	Amount Enclosed
	Voytas Family Super Fund	_____
	Invoice Number	INV-0673
To: Design Studio 22 Australia Pty Limited PO Box 969 COFFS HARBOUR NSW 2450 AUSTRALIA	Amount Due	2,475.00
	Due Date	22 Aug 2018

INVOICE



Invoice #: 180901
Issue Date: Sep 11, 2018
Due Date: Sep 25, 2018

From:

LAB Design
30 Nightingale St
Woolgoolga NSW 2456
ABN 92893071727

Bill to:

Voytas Family Super Fund

Please pay via direct deposit using the details below or via cheque to the postal address above.

Direct Deposit Details:

BSB 083 088 Account Number 840039143

Services

Type	Description	Hour Rate	Hours	Tax	Line Total
1809 - Voytas Brewery	All work up to Draft DA Sheets	\$150.00	16h 11m	GST	\$2,671.35

Subtotal: **\$2,428.50**
GST: **\$242.85**
Total Due: **\$2,671.35**

We thank you for your business.



REPRINTED

Official Receipt

ABN: 79 126 214 487

18/09/2018 Receipt No: 877917

To: RESOURCE DESIGN &
MANAGEMENT PTY LTD

18/09/2018

Applic	Reference	Amount
	0234/19DA 2235810	\$1,080.00

Rams

FEATHERSTONE DRIVE WOOLGOOLGA
NSW 2456

Total Amount: **\$1,080.00**

Amounts Tendered

Cash	\$0.00
Cheque	\$1,080.00
Debit Card	\$0.00
Credit Card	\$0.00
Money Order	\$0.00
Agency	\$0.00
Total	\$1,080.00
Rounding	\$0.00
Change	\$0.00
Nett	\$1,080.00

Credit Card Payments - A service fee of
0.6% (GST incl) applies

Printed 18/09/2018 12:34:50PM

Cashier: ALHANGELA



TAX INVOICE
COFFS HARBOUR CITY COUNCIL
ABN: 79 126 214 487

Administration Building, Castle Street
Locked Bag 155, COFFS HARBOUR NSW 2450
Telephone No: 02-66484000
Fax No: 02-66484199

Invoice No

2019959

Date: 16/10/2018
Reference: **0234/19DA**

RESOURCE DESIGN & MANAGEMENT PTY LTD
PO BOX 4430
COFFS HARBOUR NSW 2450

Application Description: Artisan Food & Drink Industry (Microbrewery), Light Industry (Kombucha Production Facility) and Takeaway Food & Drink Premises
Property Address: FEATHERSTONE DRIVE WOOLGOOLGA NSW 2456
Legal Description: Lot 21 DP 1142182

Description	Qty	Charge Comment	Amount ex-GST	Disc.	GST	Amount inc-GST
Integrated Development Fee	1	DA Fee	\$140.00	\$0.00	\$0.00	\$140.00
Development Application Advertising	450	DA Fee	\$450.00	\$0.00	\$0.00	\$450.00
Total			\$590.00	\$0.00	\$0.00	\$590.00

METHODS OF PAYMENT



Use this account to pay using internet banking

BSB: 082 – 182

Account: 106339025



In Person at
Council Administration Office
Castle Street, Coffs Harbour

Payment Code

2182106339025

Total Invoice Amount

\$590.00



Post your cheque to:
Coffs Harbour City Council Locked Bag 155,
Coffs Harbour NSW 2450



Call 1300 667 083 to pay using your Visa or Mastercard



Billers Code: 184317

Reference No: 6339022

Contact your financial institution to make this payment from your cheque, savings, debit or transaction account.

METHODS OF PAYMENT



Use this account to pay using internet banking

BSB: 082 – 182

Account: 106339025



In Person at

Council Administration Office

Castle Street, Coffs Harbour

Payment Code

2182106339025

Total Invoice Amount

\$590.00



Post your cheque to:

Coffs Harbour City Council Locked Bag 155,
Coffs Harbour NSW 2450



Call 1300 667 083 to pay using your Visa or Mastercard



Biller Code: 184317

Reference No: 6339022

Contact your financial institution to make this payment from your cheque, savings, debit or transaction account.

Phone: 0408 655 191
Email: ige@aapt.net.au

2 Semaphore Street, Emerald Beach NSW 2456
PO Box 6136, Coffs Harbour NSW 2450

I. G. EVISON & PARTNERS

SURVEYING - ENGINEERING - TOWN PLANNING

TAX INVOICE
ABN: 72 004 230 530

Voytas Family Super Fund
3 Dammerel Crescent
Emerald Beach NSW 2456

Invoice #: 00006774
Date: 9/07/2018

		Fee (not incl. GST)	Add	
Re:	Lot 21 DP 1142182 - Featherstone Drive, Woolgoolga Our ref: 6470			
To:	Survey and prepare contour and detail plan over building site on subject property	\$500.00	GST	
	Telstra DBYD fee paid by Evison & Partners	\$86.36	GST	
Terms: 15 days from date of invoice		GST:	\$58.64	
EFT Payment details: BSB: 062 521 A/C: 1019 0424	Total Fees \$586.36	Total GST \$58.64	Total Inc GST:	\$645.00
			Paid to date:	\$0.00
			Balance Now Due:	\$645.00



TAX INVOICE

Voytas Family Super Fund

Invoice Date
22 Jan 2019

Invoice Number
180902

Reference
Project: Brewery

ABN
92 893 071 727

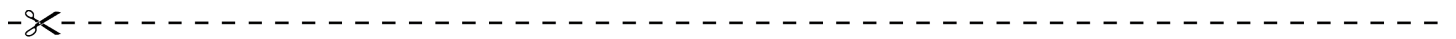
LAB Design
30 Nightingale St,
Woolgoolga NSW 2456
admin@labdesign.com.au

Item	Description	Quantity	Unit Price	GST	Amount AUD
	Work completed between 12/09/18 until 22/01/19. Includes DA Revisions 1-11 to incorporate updates as required by client, CHCC, Liquor & Gaming; meeting attendance and correspondence with CHCC.	29.50	150.00	10%	4,425.00
				Subtotal	4,425.00
				TOTAL GST 10%	442.50
				TOTAL AUD	4,867.50

Due Date: 5 Feb 2019

Please pay via direct deposit:
Direct Deposit Details:
BSB 083 088 Account Number 840039143

Many thanks for your business



PAYMENT ADVICE

Customer Voytas Family Super Fund
Invoice Number 180902
Amount Due **4,867.50**
Due Date 5 Feb 2019

Amount Enclosed

Enter the amount you are paying above

To: LAB Design
30 Nightingale St, Woolgoolga NSW 2456
admin@labdesign.com.au



TAX INVOICE

Voytas Family Super Fund

Invoice Date
5 Apr 2019

Invoice Number
I80903

Reference
Project: Brewery

ABN
92 893 071 727

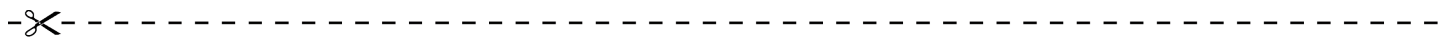
LAB Design
30 Nightingale St,
Woolgoolga NSW 2456
admin@labdesign.com.au
ABN 92893071727

Description	Quantity	Unit Price	GST	Amount AUD
All work completed between 23/1/19 until 05/4/19. Includes Revision 12 to Revision 17/18	15.60	150.00	10%	2,340.00
			Subtotal	2,340.00
			TOTAL GST 10%	234.00
			TOTAL AUD	2,574.00

Due Date: 19 Apr 2019

Please pay via direct deposit:
Direct Deposit Details:
BSB 083 088 Account Number 840039143

Many thanks for your business



PAYMENT ADVICE

To: LAB Design
30 Nightingale St, Woolgoolga NSW 2456
admin@labdesign.com.au
ABN 92893071727

Customer Voytas Family Super Fund
Invoice Number I80903
Amount Due **2,574.00**
Due Date 19 Apr 2019

Amount Enclosed

Enter the amount you are paying above



39 FIDDAMAN Rd
Emerald Beach
Nsw 2456
ABN: 19 602 551 502
0400490293
kennybrett@hotmail

Kennys Earthmoving Pty Ltd

Tax Invoice

Bill To: Featherstone Drive Brewery Site
davidv76@me.com

Invoice No: 474
Date: 24/04/2019
Terms: NET 7
Due Date: 01/05/2019

Description	Quantity	Rate	Amount
Strip topsoil and stack general fill on site	4.5	\$115.00	\$517.50
Peter Rowan general fill 9 loads at \$100	9	\$100.00	\$900.00
Fall trees remove stumps and remove all green waste from site	10	\$115.00	\$1,150.00
Saw man and semitrailer to remove greenwaste	8	\$150.00	\$1,200.00
	Subtotal		\$3,767.50
	GST 10%		\$376.75
	Total		\$4,144.25
	PAID		\$0.00

Payment Details

Kenny's Earthmoving Pty Ltd
BSB 062687
ACC 10180402

Balance Due

\$4,144.25

Phone: 0408 655 191
Email: ige@aapt.net.au

2 Semaphore Street, Emerald Beach NSW 2456
PO Box 6136, Coffs Harbour NSW 2450

I. G. EVISON & PARTNERS

SURVEYING - ENGINEERING - TOWN PLANNING

TAX INVOICE
ABN: 72 004 230 530

Voytas Family Super Fund
3 Dammerel Crescent
Emerald Beach NSW 2456

Invoice #: 00006806
Date: 26/04/2019

	Fee (not incl. GST)	Add
Re: Lot 21 DP 1142182 - Featherstone Drive, Woolgoolga Our ref: 6470		
To: Survey, place stakes at building corners, place AHD level on SMH and peg the restriction boundary along the creek bank	\$460.00	GST
Terms: 15 days from date of invoice		GST: \$46.00
EFT Payment details: BSB: 062 521 A/C: 1019 0424		Total Inc GST: \$506.00
Total Fees \$460.00	Total GST \$46.00	Paid to date: \$0.00
		<u>Balance Now Due:</u> <u>\$506.00</u>



ABN: 14 475 338 123
Licence No. 241903C

**Green With Envy
Landscapes**
Unit 3, 24a Hawke Drive
WOOLGOOLGA NSW 2450
Australia
Phone: 0408554000
gwe2450@gmail.com
ABN: 14 475 338 123

Invoice: IV003384

Tax Invoice

Invoice date: 02/05/2019

Bill to:
The Voytas Family Superfund

Due:
02/05/2019

DESCRIPTION	TAX TYPE	AMOUNT (inc GST)
Landscape design plans for council approval: Lot 21 Featherstone Drive, Woolgoolga NSW 2456.	GST	440.00

GST: \$40.00
Total (inc GST): \$440.00
Amount Paid: \$0.00
AMOUNT DUE: \$440.00

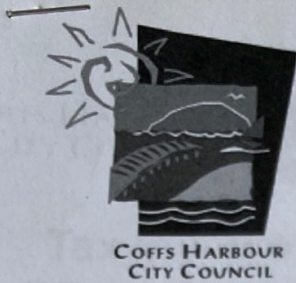
Notes

Payment to be made cash on delivery.

How to Pay Due 02/05/2019

Bank Deposit via EFT

Bank: Bananacoast Community
Credit Union Ltd
Name: Green with Envy Landscapes
BSB: 533000
AC#: 225887
Ref#: IV003384



TAX INVOICE
COFFS HARBOUR CITY COUNCIL
 ABN: 79 126 214 487

Administration Building, Castle Street
 Locked Bag 155, COFFS HARBOUR NSW 2450
 Telephone No: 02-66484000
 Fax No: 02-66484199

Invoice No

20192712

Date: 27/05/2019
 Reference: 0702/19CC

DUE DATE: 10/06/2019

*Transferred
 into our
 A/c
 27/5/19*

VOYTAS FAMILY SUPERFUND
 3 DAMMEREL CRESCENT
 EMERALD BEACH NSW 2456

Application Description: Container (Takeaway Food & Drink Premises) and x2 Slabs for the Micro-Brewery and Vacant Industrial Building
Property Address: FEATHERSTONE DRIVE WOOLGOOLGA NSW 2456
Legal Description: Lot 21 DP 1142182

Description	Qty	Charge Comment	Amount ex-GST	Disc.	GST	Amount inc-GST
Construction Certificate (Building Quote)	1350	Quote Based	\$1,227.27	\$0.00	\$122.73	\$1,350.00
Total			\$1,227.27	\$0.00	\$122.73	\$1,350.00

Please Note: Your application for Construction Certificate will not be processed until full payment is received. If payment is not received by the due date of this invoice your application will be cancelled.

METHODS OF PAYMENT



Use this account to pay using internet banking

BSB: 082 - 182

Account: 106360039



In Person at

Council Administration Office

Castle Street, Coffs Harbour

Payment Code

2182106360039

Total Invoice Amount

\$1,350.00



Post your cheque to:

Coffs Harbour City Council Locked Bag 155,
 Coffs Harbour NSW 2450



Call 1300 667 083 to pay using your Visa or Mastercard



Biller Code: 184317

Reference No: 6360036

Contact your financial institution to make this payment from your cheque, savings, debit or transaction account.



TAX INVOICE
COFFS HARBOUR CITY COUNCIL
ABN: 79 126 214 487

Administration Building, Castle Street
 Locked Bag 155, COFFS HARBOUR NSW 2450
 Telephone No: 02-66484000
 Fax No: 02-66484199

Invoice No

20192713

Date: 27/05/2019

Reference: 0051/19CW

*Transferred
 into our
 A/C.
 27/5/19*

VOYTAS FAMILY SUPER FUND
 3 DAMMEREL CRESCENT
 EMERALD BEACH NSW 2456

Application Description: Carpark including Lot Fill, Water, Sewer and Stormwater Drainage
Property Address: FEATHERSTONE DRIVE WOOLGOOLGA NSW 2456
Legal Description: Lot 21 DP 1142182

Description	Qty	Charge Comment	Amount ex-GST	Disc.	GST	Amount inc-GST
Civil Works Minimum Fee	1	CW Minimum Fee	\$770.00	\$0.00	\$0.00	\$770.00
Total			\$770.00	\$0.00	\$0.00	\$770.00

METHODS OF PAYMENT



Use this account to pay using internet banking

BSB: 082 - 182

Account: 106360047



In Person at

Council Administration Office

Castle Street, Coffs Harbour

Payment Code

2182106360047

Total Invoice Amount

\$770.00



Post your cheque to:

Coffs Harbour City Council Locked Bag 155,
 Coffs Harbour NSW 2450



Call 1300 667 083 to pay using your Visa or Mastercard



Biller Code: 184317

Reference No: 6360044

Contact your financial institution to make this payment from your cheque, savings, debit or transaction account



CONSULTING ENGINEERS

O'Meara Wood & Associates Pty Ltd

We have moved office
To:- 119 Bray Street
Coffs Harbour NSW 2450

ABN: 51 123 032 039
ph: (02) 6652 3800
fax: (02) 6652 3900

www.omearawood.com.au
admin@omearawood.com.au

David Voytas
Featherstone Drive,
Woolgoolga NSW 2456

Tax Invoice

Invoice # 19118-01
Date: 4/06/2019

P/O #

Description	Total (inc-GST)
Fees for site geotechnical investigation, engineering design and detail of slab and footings for proposed brewery buildings and site stormwater and WSUD details at Featherstone Drive, Woolgoolga.	\$3,520.00

This is a payment claim under the Building and Construction Industry
Security of Payment Act 1999 (NSW).

Terms Strictly 14 Days

GST: \$320.00
Total (inc-GST): \$3,520.00
Balance Due: \$3,520.00

How to pay



Detach this section and
mail your cheque to:
PO Box 4026
Coffs Harbour NSW 2450



Present this Invoice at our office
to make a payment
by cash or cheque.

Transfer funds direct to:
Banana Coast Credit Union (BCU)
O'Meara Wood & Associates Pty Ltd
BSB 533-000 - Account No 200066 (S11)
Please include your name and invoice

David Voytas

Invoice 19118-01 Amount Due: \$3,520.00

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
Real Estate Properties (Australian - Non Residential) (77250)					
<u>Lot 21, Featherstone Drive, WOOLGOOLGA NSW 2456 (L21FEAmnzWJP36ee1VQ)</u>					
15/12/2018	Settlement - One Step Conveyancing - Lot 21 Featherstone Drive, Woolgoolga NSW [Settlement occurred. Deposit moved to become part of asset] [Lot 21 Featherstone - Settlement]	1.00	239,157.64		239,157.64 DR
15/12/2018	Settlement - One Step Conveyancing - Lot 21 Featherstone Drive, Woolgoolga NSW [Settlement occurred. Deposit moved to become part of asset] [Lot 21 Featherstone - Settlement]	0.00	107.67		239,265.31 DR
27/02/2019	CHCC Rates	0.00	762.00		240,027.31 DR
13/06/2019	CHCC Rates	0.00	762.00		240,789.31 DR
		1.00	240,789.31		240,789.31 DR

Total Debits: 240,789.31

Total Credits: 0.00

SETTLEMENT ADJUSTMENT SHEET

**VOYTAS FAMILY SUPERANNUATION FUND PURCHASE FROM DRONLEAP
PTY LIMITED**

PROPERTY: LOT 21 FEATHERSTONE DRIVE, WOOLGOOLGA

Settlement: 18 December 2018
Adjustments as at: 18 December 2018

	<u>Payable by Vendor</u>	<u>Payable by Purchaser</u>
Purchase Price		\$231,000.00
Less Deposit		\$23,100.00
Balance		<u>\$207,900.00</u>

Current Council Rates

For Period 1/10/2018 to 31/12/2018 - 92 days

\$762.00 Paid

Purchaser allows 13 days

For period 18/12/2018 to 31/12/2018

\$107.67

Totals	\$0.00	\$208,007.67
Less Amount Payable By Vendor		\$0.00
AMOUNT DUE ON SETTLEMENT		<u>\$208,007.67</u>

PLUS

One Step Conveyancing (our fees)		\$1,450.00
Revenue NSW (stamp duty)		\$6,595.00
PEXA fees		\$112.64
Total funds required for settlement		\$216,165.31

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Vision Property Sales 49 Beach Street, Woolgoolga, NSW 2456	Phone: 02/6654 8711 Fax: 02/6654 8722
co-agent		
vendor	Dronleap Pty Limited ACN 002 422 844 14 Hofmeier Close, Woolgoolga, NSW 2456	
vendor's solicitor	Clever Conveyancing 14 Maccues Road, Moonee Beach NSW 2450 DX 7577 Coffs Harbour	Phone: 02 6653 7955 Fax: 02 6653 6033 Ref: SM:2016112 E: sue@cleverconveyancing.com.au
date for completion land (address, plan details and title reference)	on or before 18 December 2018 (clause 15) lot 21 Featherstone Drive, Woolgoolga, New South Wales 2456 Registered Plan: Lot 21 Plan DP 1142182 Folio Identifier 21/1142182	

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions blinds dishwasher light fittings stove
 built-in wardrobes fixed floor coverings range hood pool equipment
 clothes line insect screens solar panels TV antenna
 curtains other:

exclusions

purchaser **Voytas Family Superannuation Fund**
3 Dammerel Crescent, Emerald Beach, NSW 2456

purchaser's solicitor **One Step Conveyancing Services** **Phone:** 02/6656 4076
DX 7563 COFFS HARBOUR **Fax:** 02/5619 2042

price **\$231,000.00**
 deposit **\$23,100.00** (10% of the price, unless otherwise stated)
 balance **\$207,900.00**

contract date (if not stated, the date this contract was made)

buyer's agent

_____	vendor	GST AMOUNT (optional) The price includes GST of: \$21,000.00	_____	witness
_____	purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	_____	witness

Choices

Vendor agrees to accept a *deposit-bond* (clause 3) NO yes
 Proposed *electronic transaction* (clause 30) no YES

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes
 GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *RW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 section information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1986
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 58
<input type="checkbox"/> 27 certificate of compliance	
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons for non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

**BETWEEN Dronleap Pty Limited ACN 002 422 844 of 14 Hofmeier Close,
Woolgoolga, New South Wales (Vendor)**

**AND Voytas Family Superannuation Fund of 3 Dammerel Crescent,
Emerald Beach, New South Wales (Purchaser)**

30. If before completion any party (or where there is more than one person comprising a party, any one or more of them) should die, either party (which includes the survivor(s) of a party) may rescind this Contract by notice in writing to the other party named herein and the provisions of clause 19 shall apply.
31. The Purchaser acknowledges that he does not rely on any other letter, document, correspondence, arrangement, warranty, agreement or undertaking whether oral or written other than those which are specifically contained in this Contract.
32. If this contract is not completed on the completion date, the party not in default shall be entitled to issue a Notice to Complete fixing a time for completion which time shall be the essence of this Contract and such notice shall be deemed to be sufficient as to time if a period of not less than fourteen (14) days from the date of the notice is allowed for completion. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.
33. If the Purchaser does not complete this Contract by the agreed completion date, and the Vendor is ready willing and able to complete on that completion date, then the Purchaser shall pay to the Vendor on
-

completion, in addition to the balance of purchase money, an amount calculated as ten per cent (10%) interest on the purchase price, computed at a daily rate from the day immediately after the agreed completion date, up to and including the actual date on which this Contract shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

34. The purchaser warrants that he was not introduced to the property by a real estate agent other than the agent shown as the "Vendor's agent" on the front page of this contract and should any other real estate agent make a successful claim for commission against the vendor as a result of a breach of this warranty then the purchaser shall indemnify the vendor in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by the vendor. This Clause shall not merge on completion.

35. Clauses 7.1.1. and 16.5 are deleted.

36.1 This Contract is subject to and conditional upon the Purchaser receiving Development Approval from Coffs Harbour City Council to its proposed Industrial Unit Development.

36.2 In the event of Council refusing to approve the Purchaser's Development Application within 12 weeks from the date of this Contract (or any extension to that date as may be agreed to by the parties), then the Purchaser may elect to rescind this Contract by notice in writing to the Vendor whereupon the provisions of clause 19 shall apply.

.....
Vendor

.....
Purchaser

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 21/1142182

SEARCH DATE	TIME	EDITION NO	DATE
27/1/2016	4:06 PM	1	17/8/2009

LAND

LOT 21 IN DEPOSITED PLAN 1142182
AT WOOLGOOLGA
LOCAL GOVERNMENT AREA COFFS HARBOUR
PARISH OF WOOLGOOLGA COUNTY OF FITZROY
TITLE DIAGRAM DP1142182

FIRST SCHEDULE

DRONLEAP PTY LIMITED

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 H450262 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 P202182 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 P349961 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 DP1124223 POSITIVE COVENANT
- 6 DP1124223 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 4 IN S.88B INSTRUMENT
- 7 DP1142182 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

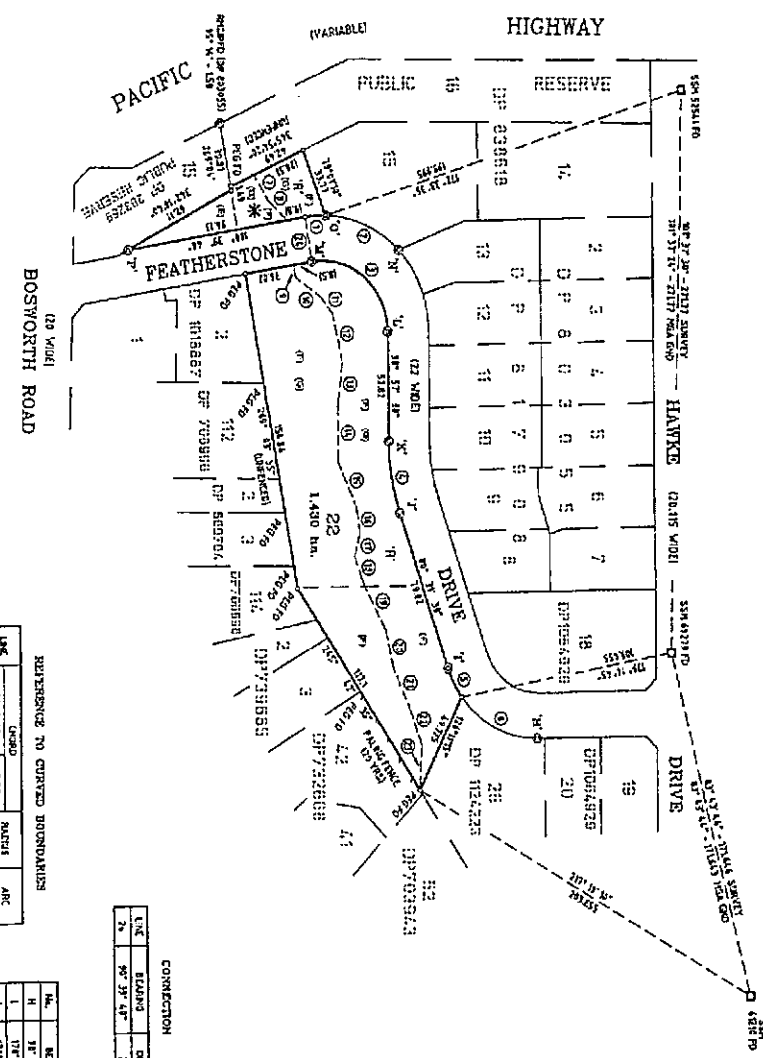
2016112

PRINTED ON 27/1/2016

PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 2 sheets



* Lot 21 - 1700m²

MAY GRID OF AUSTRALIA CO-ORDINATES
 SOURCE: S.G.L.A. 9-01-1983

MARK	CO-ORDINATES ZONE 58	CLASS	CHDR	CSF
50M 5351	58 48483	6	1	107941
50M 6139	58 48743	6	1	107941
50M 6139	58 48743	6	1	107941
50M 6139	58 48743	6	1	107941

Surveyor	IAN GRAYSON
Date of survey	15 JULY 2008
Surveyor's No.	2071-08

PLAN OF SUBDIVISION OF
 LOT 26 DP 1124223

DOBES HARBOUR
 VINCULODI.CO.NZ
 Landmark No. 10099
 Landmark No. 1528



DP1142182 P

MARK	COORD	DATE	REMARKS	ARC
1	58 48 31"	12/01	57	8.115
2	58 48 31"	12/01	57	8.115
3	58 48 31"	12/01	57	8.115
4	58 48 31"	12/01	57	8.115
5	58 48 31"	12/01	57	8.115
6	58 48 31"	12/01	57	8.115

No.	MARK	DISTANCE	REMARKS
1	58 48 31"	12/01	57
2	58 48 31"	12/01	57
3	58 48 31"	12/01	57
4	58 48 31"	12/01	57
5	58 48 31"	12/01	57
6	58 48 31"	12/01	57

LINE	BEARING	DIST.
1	58 48 31"	12/01
2	58 48 31"	12/01

LINE	BEARING	DIST.
1	58 48 31"	12/01
2	58 48 31"	12/01
3	58 48 31"	12/01
4	58 48 31"	12/01
5	58 48 31"	12/01
6	58 48 31"	12/01
7	58 48 31"	12/01
8	58 48 31"	12/01
9	58 48 31"	12/01
10	58 48 31"	12/01
11	58 48 31"	12/01
12	58 48 31"	12/01
13	58 48 31"	12/01
14	58 48 31"	12/01
15	58 48 31"	12/01
16	58 48 31"	12/01
17	58 48 31"	12/01
18	58 48 31"	12/01
19	58 48 31"	12/01
20	58 48 31"	12/01
21	58 48 31"	12/01
22	58 48 31"	12/01
23	58 48 31"	12/01

REFERENCE TO CURVED BOUNDARIES

REFERENCE MARKS

REFERENCE TO RESTRICTIONS ON USE

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



DP1142182 S

PURSUANT TO SECTION 88(B) OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:-

- 1. RESTRICTION ON USE

Registered: 17.08.2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF

SUBDIVISION OF LOT 25 DP 1124223

Executed by DRONLEAF PTY LIMITED ACN 002 422 844 in accordance with s127 of the Corporations Act

Director *David Featherstone* Secretary *Loris Pigan*
 DAVID FEATHERSTONE LORIS PIGANI

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

LGA: COFFS HARBOUR
 Locality: WOOLGOOLGA
 Parish: WOOLGOOLGA
 County: FITZROY

Surveying Regulation, 2006

I, IAN GRAHAM EVISON of PO BOX 6136 COFFS HARBOUR 2450 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 15 JULY 2008

The survey relates to LOTS 21 TO 22 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *[Signature]* Dated: 15/07/2008
 Surveyor registered under the *Surveying Act, 2002*

Datum Line SSM 69279 TO SSM 61210
 Type: Urban/Rural

Crown Lands NSW/Western Lands Office Approval

.....In approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given
 Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein (insert 'subdivision' or 'new road')

[Signature]
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: COFFS HARBOUR CITY COUNCIL
 Date of Endorsement: 27/11/08
 Accreditation no:
 Subdivision Certificate no: 10109
 File no: 88189

Plans used in the preparation of survey/compilation

DP 1124223

(If insufficient space use Plan Form 6A enclosure sheet)

SURVEYOR'S REFERENCE: 3571-08


* Delete whichever is inapplicable.

* OFFICE USE ONLY

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 1 of 2


DP1142182 B

Subdivision of Lot 25 in Deposited Plan
1124223 covered by subdivision certificate
No. 10/09

Full name and address of
registered proprietor:

DRONLEAP PTY LTD
A.C.N. 29881200 of
2/71 Hood Street, Coffs Harbour NSW 2450

PART 1

1 Identity of easement or restriction
firstly referred to in abovementioned
plan

Restriction on Use

Lot(s) burdened

Lot(s), road(s), bodies or authority benefited

Lots 21 & 22

Coffs Harbour City Council

PART 2

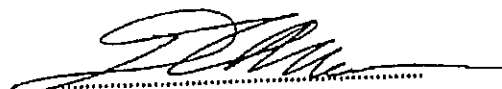
Terms of restriction firstly referred to in abovementioned plan

No development shall take place in the development exclusion area marked 'R' on the plan, other than environmental protection works, environmental fencing, and works approved by determination of Development Consent No. 1509/05 dated 6 November 2005 and it's variation dated 13 February 2007.

Any release, variation or modification of this restriction shall be made in all respects at the cost and expense of the persons requesting the same.

Name of person, body or Authority empowered to release, vary or modify the restriction firstly referred to in the abovementioned plan:

Coffs Harbour City Council.


.....
Authorised Officer
COFFS HARBOUR CITY COUNCIL

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 2 of 2

Subdivision of Lot 25 in Deposited Plan
1124223 covered by subdivision certificate
No. 10/09

DP1142182

Executed by
~~The Common Seal of~~ DRONLEAP)
PTY LIMITED was hereto affixed)
In the presence of, in accordance
with s127 of Corporations Act
ACN ~~2698~~
'002 422844.
Loris Pignani
.....
LORIS PIGNANI
Secretary

David Featherstone
.....
DAVID FEATHERSTONE
Director

Executed for and on behalf of Coffs Harbour
City Council by the General Manager or
his/her delegate in the presence of:

[Signature]
.....

Authorised Person
Coffs Harbour City Council

REGISTERED



17.08.2009



1960 MAR 21 AM 10:25 No. H 450262
 1960 MAR 16 AM
 New South Wales



MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)

FEES:—
 6 s. d.
 2 : :
 5 : :
 2 : 10 :
 1 : 10 :
 1 : 10 :
 6 : 15 :
 21 : 5

(Trusts must not be disclosed in the transfer)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

- a If a less estate, strike out "in fee simple" and interline the required alteration.
- b State in full the name of the person who furnished the consideration money.

d Show in BLOCK LETTERS the full name, postal address and description of the parcel taking, and if more than one, whether they hold as joint tenants or tenants in common.

d The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereto, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1910, should accompany the transfer.

a A very short title will suffice.

f Execution in New South Wales may be proved by the instrument is signed and acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900, 1924, Section 108 of the Conveyancing Act, 1910-1924 and Section 26A of the Evidence Act 1893-1924.

e Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

WE, SIDNEY JAMES MOLLER and COLIN JOHN BLACKER both of Woolgoolga Sawmillers

as tenants in common (herein called transferor) being registered as the proprietor of an estate in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two hundred and thirty six pounds ten shillings (£236.10.0 (the receipt whereof is hereby acknowledged) paid to us by

VINCENT KEVIN WORKMAN do hereby transfer to

the said VINCENT KEVIN WORKMAN of Woolgoolga Sawmiller
 (herein called transferee)

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only). (d)
		Whole or Part	Vol.	Fol.	
FITZROY	WOOLGOOLGA	PART	2557	85	being the land shown in the plan annexed hereto and therein edged red containing an area of 9 acres 1 rood 3 1/2 perches
			2743	242	

Forcing covenant - see annexure 'B' marked hereto.
ENCUMBRANCES, &c., REFERRED TO:

Reservations of Minerals etc.

Signed at Coffs Harbour the 6th day of September, 1977

(Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

S J Moller & Col Blacker
 Transferor.*

*Signed

FOR RECORDED IN
 PLAN ROOM AS F.P.
 414922

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

V. Workman
 Transferee(s).

THIS SPACE TO BE LEFT FREE FOR NOTATION.

NOT TO BE ALTERED BY ERASURE - See Foot Note.

COPY OF PLAN FILED 25/9/77

24081

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B. Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and require any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must appear personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being witnessed by a signature or initials in the margin, or notified by the attestation.

1137748
 7743-242 out

H 450262

LODGED BY _____

No. _____ **PARTIAL DISCHARGE OF MORTGAGE**
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereon, but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is applicable to a transfer of part of the land in the mortgage. The mortgagee should execute a form of discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____
 who is personally known to me. _____ Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
 (To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.
 Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS

Appeared before me at _____ the _____ day of _____, one thousand _____ and declared that he personally knew _____ the attesting witness to this instrument and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that _____ he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these articles.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Convent</i>
Checked by <i>JAC</i>	Particulars entered in Register Book Volume <i>7443</i> / <i>7557</i> / <i>100</i> / <i>242</i> / <i>87</i>
Passed (in S.D.B.) by <i>[Signature]</i>	the <i>11th</i> day of <i>July</i> 19 <i>60</i> at _____
Signed by <i>[Signature]</i>	_____ minutes past <i>12</i> o'clock in the _____ Registrar-General.

DOCUMENTS LODGED HEREWITH.		Received	Docs.
To be filled in by person lodging dealing.			
1. <i>J. Plan</i>	4		
2. <i>Spec.</i>	5		
3.	6		
			Receiving Clerk.

PROGRESS RECORD.

	Initialed	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>[Signature]</i>	<i>24.5.60</i>
Draft examined ...	<i>[Signature]</i>	<i>26.5.60</i>
Diagram prepared ...	<i>[Signature]</i>	<i>27.6.60</i>
Diagram examined ...	<i>[Signature]</i>	<i>27.6.60</i>
Draft forwarded	<i>[Signature]</i>	<i>27.6.60</i>
Supt. of Engineers	<i>[Signature]</i>	<i>27.6.60</i>
Cancellation Clerk	<i>[Signature]</i>	<i>27.6.60</i>
VOL. _____	For _____	

FEES.
 The Fees, which are payable on lodgment, are as follows—
 (a) £1 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 10s. 0d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagrams;
 (ii) £2 14s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the endorsing extends to folios, an amount of 5s. per folium extra fee is payable.

H 450262

II 450262

Plan Form No 6 (for transfers, leases, etc.)

Municipality of
Shire of Colts Harbour

PLAN

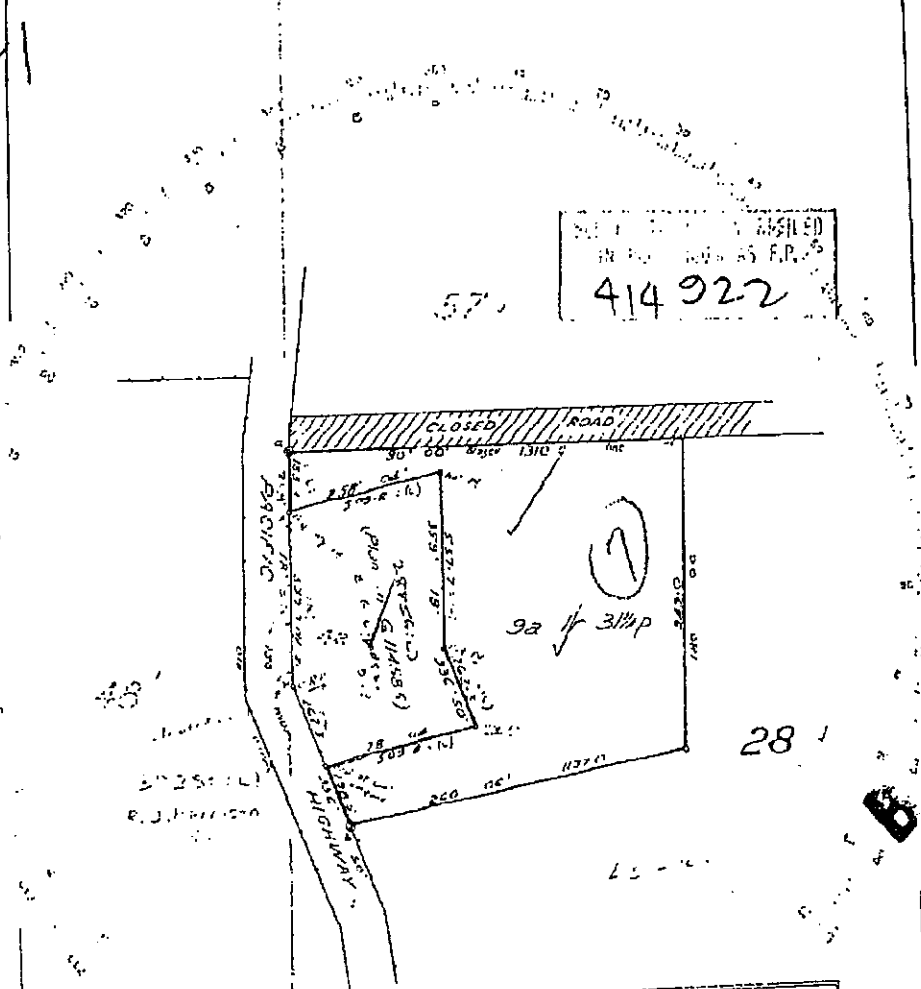
showing part of Portion 28

Purish of Wooyoolga County of Fitzroy

Scale 4 Chains to an Inch.

This margin to be left free from notes

Signatures of parties to be made in this margin.



REGISTERED
IN THE
414 922

REFERENCE MARKS			
Cor	Bearing	Distance	From
A	90 00'	7.27	at 2 P.M.
B	00 00'	11.22	at 2 P.M.

M... (R.P.)
114 922

Richard Owen Rushton
Colts Harbour

Approved by the Council and Certified in accord
with the provisions of Section 127 of the
Local Government Act 1919

I, the Surveyor, do hereby certify that the survey
represented in this plan is accurate and has been made
in accordance with the Survey Practice Regulations, 1933 and was completed
on 15th May 1929

(Signature) *[Signature]*
Surveyor registered under the Surveyors Act 1929 46

This is the plan method referred to in
Dated

160/779,50

Annexure 'B' to H450262

FENCING COVENANT

And the Transferee covenants with the Transferors for himself and his assigns and for the benefit of the Transferors, executors, administrators and assigns for the benefit of any adjoining land owned by the Transferors but only during the ownership thereof by the Transferors, their executors, administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land, without the consent of the Transferors, their executors, administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the Transferors, their executors, administrators or assigns and in favour of any person dealing with the transferee or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released, varied or modified by the owner or owners for the time being of such adjoining land.

SIGNED at Coff's Harbour this 8th day of September, 1959.

SIGNED in my presence by the Transferors }
who are personally known to me

[Signature]
[Signature]

SIGNED in my presence by the Transferee }
who is personally known to me

[Signature]

[Signature]
[Signature]
[Signature]

4CR-1

2401

Johnston

Johnston

[Signature]

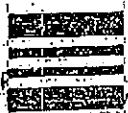
Johnston

00

P202182



175 MAR 20



SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

1	E	*	3
S14			

This form is for use when the short form of transfer is not suitable.
 Descriptions and handling should be clear, full and in permanent black non-erasing ink. No alterations should be made by rescriber. All words rejected must be ruled through and certified by signature of ink in the margin.
 (a) Full name, address and occupation of transferor.

(a) NORTH COAST GRAZING PTY. LIMITED
 hereinafter referred to as the TRANSFEROR

(b) If a less estate exists or is to be created, state the same and appropriate covenants.

being registered proprietor of an estate in fee simple^(a)
 in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. It is recommended that registered particulars sufficient for identification be furnished.

(c) Reservations of minerals contained in Crown Grant

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

in consideration of THIRTEEN THOUSAND DOLLARS (\$13,000.00)
 (the receipt whereof is hereby acknowledged), paid to the transferor by^(a) The Commissioner for Main Roads hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) THE COMMISSIONER FOR MAIN ROADS
309 Castlereagh Street
SYDNEY. N.S.W. 2000
 hereinafter referred to as the TRANSFEEE

an estate in fee simple^(a)
 in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only ^(a)	County	Parish
Volume	Folio				
10322	95	Part	being Lot 20 in Deposited Plan 245556	FITZROY	WOOGOOOLGA
2231	2	Part	being Lot 16 in Deposited Plan 245556	FITZROY	WOOGOOOLGA
2231	2	Part	being Lots 7 and 9 in Deposited Plan 248762	FITZROY	WOOGOOOLGA

(a) Insert lot and plot number, section, shire, district, etc. as shown on the plan.

AND the transferor doth for the benefit of part of the land hereby transferred namely Lots 16 and 20 in Deposited Plan 245556 and Lot 7 in Deposited Plan 248762 together with that part of the Pacific Highway immediately contiguous to adjoining land of the transferor namely Lot 34 in Deposited Plan 537571 being the whole of the land comprised within Certificate of Title Volume 11156 Folio 238 (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commissioner") and with the Council of the Shire of Cooffs Harbour and do as to bind the residue of the land in the abovementioned Certificate of Title and the whole of the land comprised within Certificate of Title Volume 11158 Folio 238 (hereinafter called "the servient tenement") that the transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924, thereafter ceases to be such a motorway.

6) This plan is a copy of the original plan as deposited in the office of the Registrar of Titles and is subject to the provisions of the Conveyancing Act 1919. If the same should be required, additional copies of the same may be obtained from the Registrar of Titles. A binding copy of 15 inches and 10 inches of plan 121. The plan should be printed in black ink and signed by the parties to the affecting instrument.

IP: 202182

DEPARTMENTAL USE ONLY

TRANSFER SUBJECT TO COVENANT

TO BE COMPLETED BY LODGING PARTY

Lodged by THE COMMISSIONER FOR MAIN ROADS
 Address: 309 Cantlerragh Street, SYDNEY
 Facsimile: L 10/110, 1250 ARLS
 Phone No.: 20933 Ext. 644

Documents lodged herewith

- 1. CF W. 10522 Pt. 95
- 2. 3 as plan
- 3. 1 Dup Mfgs prod
- 4. _____
- 5. _____

SUBJECT TO COVENANT

Checked REGISTERED
 Passed 18-12-1975
 Signed *Jawadon*
 Registrar General



Received Documents 5
 Receiving Clerk *Sm*

*Stanley Thomas
 Kavanagh Son
 Stanley Marsh
 Harveys Grieggs
 19/12/75*

AUTHORITY FOR USE OF INSTRUMENT OF TITLE

Authority is hereby given for the use of _____ lodged
(insert reference to certificates, plans or drawings)
 in connection with _____ for the
(insert number of plan or drawing)
 registration of this dealing and for delivery to _____

(BLOCK LETTERS)

Signature

Name (BLOCK LETTERS)

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at _____ day of _____ 19____

Signature of attorney

Signature of witness

CERTIFICATE OF I.P. &c. TAKING DECLARATION OF ATTESTING WITNESSES

I certify that _____ the attesting witness to this dealing, appeared before me at _____ the day of _____ 19____

and declared that he personally knew _____

the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____

is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

Signature

Name (BLOCK LETTERS)

Qualification

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or if one has been lodged previously, the instrument must be signed by the person otherwise entitled to delivery of the certificate of title, and also

(2) Not required when dealing attested in accordance with rule 19; in other cases to be signed by one of the persons referred to in rule 19.

M.P.D.

RP 13A



PR 3.09
 SOUTH WALES

(P)349961

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

Handwritten initials and date: 5/8

This form is for use where the short form of transfer is unsuitable.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by eraser. The words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a) VINCENT KEVIN WORKMAN of Woolgoolga, Farmer (previously of Woolgoolga, Timber Worker
 hereinafter referred to as the TRANSFEROR

(b) If a less estate exists set in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b)
 in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particular full details for identification must be furnished.

(c) Reservations and conditions if any contained in Crown Grant. Covenant in Transfer H450262.

In consideration of TWO HUNDRED DOLLARS (\$ 200.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d)
 THE COMMISSIONER FOR MAIN ROADS hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) THE COMMISSIONER FOR MAIN ROADS of 309 Castlereagh Street, Sydney
 hereinafter referred to as the TRANSFEREE

an estate in fee simple^(b)
 in the land described in the following schedule

For full details of the provisions of the Real Property Act, 1900, see also sections 227 and 227AA of the Real Property Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(b)	County	Parish
Volume	Folio				
6957	54	Part	being Lot 18 in Deposited Plan 245556	Fitzroy	Woogoolga
10283	76	Part	being Lot 19 in Deposited Plan 245556	Fitzroy	Woogoolga

K 1180 57 437-3

RULE UP ALL BLANKS

AND the transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commissioner") and with the Council of the Shire of Coffs Harbour and so as to bind the residue of the land in the abovementioned Certificates of Title (hereinafter called "the servient tenement") that the transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924, thereafter ceases to be such a motorway.

no Here limit any covenants restrictive covenants or exceptions intended to be included. Every restrictive covenant must comply with section 13 of the Conveyancing Act, 1919. If the above provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 1/2 inch and other margins of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties and the attending witnesses.

Dated at SYDNEY this 9th day of MAY 1975

Further proof of execution will not usually be required if signed or acknowledged before any of the following persons, not being a party to the dealing, in whom the transferee has confidence:

If executed in New South Wales — Clerk of the peace, registrar, clerk of petty sessions, commissioned officer in the defence force of the Commonwealth of Australia, magistrate, notary public, justice of the peace, registrar, justice of the peace, magistrate, clerk of petty sessions, member of local government corporation, medical practitioner, member of parliament of the Commonwealth of a State, member of the defence force of the Commonwealth or of a State or Territory, magistrate of police, constable, public, postmaster, collector, clerk or state clerk or other executive officer administering local government.

If executed in any part of the Commonwealth of Australia or in Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consul, Officer exercising his functions in the post, Governor, Government Resident, Chief Secretary or Registrar of Titles of the State.

If executed in foreign country — an Australian or British Consul, Officer exercising his functions in the country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, registrar, mayor or other executive officer administering local government, member of government corporation, officer in charge of a police station, notary public, clerk or state clerk or other executive officer administering local government.

(1) Repeat attestation clause as, if necessary.

(2) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or co-solicitor by his own name, which should be typed and printed below his signature, and not in outline. Any person failing to do this renders the instrument void.

(3) May be witnessed by any responsible person not being a party to this dealing.

Signed in my presence by the transferee who is personally known to me

Raphael Leathe
Signature of witness

oscar Raphael Leathe
Name of witness (BLOCK LETTERS)

Justice of Peace
Qualification of witness

H. Workman
Transferor

SIGNED by **CHIEF LEGAL OFFICER**

Signed in my presence by the transferee who is personally known to me **DEPARTMENT OF MAIN ROADS** in the presence of:


George G. G. G. G.
Signature of witness

GEORGE G. G. G. G.
Name of witness (BLOCK LETTERS)

309 CAMBERGON STREET SYDNEY
Address of witness

Accepted and certified correct for the purposes of the Real Property Act, 1900.

G. G. G. G.
Transferee

<p style="font-size: small;">(P349961) DEPARTMENTAL USE ONLY</p> <p>TRANSFER</p> <p style="font-size: x-large; font-style: italic;">Covered by the transferor</p>		<p style="text-align: center; font-weight: bold;">TO BE COMPLETED BY LODGING PARTY</p> <p style="text-align: center;">DEPARTMENT OF MAIN ROADS</p> <p>Lodged by 309 Castlereagh Street, Sydney.</p> <p>Address: Papers Nos.: L.10/110.1305 SMC.I:JF Phone No.: 20933 Ext. 635</p> <p style="text-align: center;">Documents lodged herewith</p> <p>1. <u>2 CS freed up</u></p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p>		
<p>Checked <u>DA</u></p> <p>Passed <u>12/8/75</u></p> <p>Signed</p>	<p style="text-align: center;">REGISTERED</p> <p style="text-align: center; font-size: large;">18-8-1975</p> <p style="text-align: center; font-size: x-large; font-style: italic;">Jawatson</p> <p style="text-align: center;">Registrar General</p> 	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Received Documents _____</td> <td style="width: 50%;">Receiving Clerk _____</td> </tr> </table>	Received Documents _____	Receiving Clerk _____
Received Documents _____	Receiving Clerk _____			
<p style="text-align: center; font-weight: bold;">AUTHORITY FOR USE OF INSTRUMENT OF TITLE</p> <p>Authority is hereby given for the use of _____</p> <p style="text-align: center; font-size: small;">(insert reference to certificates, grants or dealings)</p> <p>lodged _____</p> <p>In connection with _____ for the</p> <p style="text-align: center; font-size: small;">(insert number of plan or dealing)</p> <p>registration of this dealing and for delivery to _____</p> <p style="text-align: center;">(BLOCK LETTERS)</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p>				
<p style="text-align: center; font-weight: bold;">MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY</p> <p style="text-align: center; font-size: small;">(To be signed at the time of executing the within dealing)</p> <p>The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____</p> <p>Miscellaneous Register under the authority of which he has just executed the within dealing.</p> <p>Signed at _____</p> <p>the _____ day of _____ 19 _____</p> <p style="text-align: center;">_____ Signature of attorney</p> <p style="text-align: center;">_____ Signature of witness</p>				
<p style="text-align: center; font-weight: bold;">CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS</p> <p>I certify that _____</p> <p>the attesting witness to this dealing, appeared before me at _____</p> <p style="text-align: center;">the _____ day of _____ 19 _____</p> <p>and declared that he personally knew _____</p> <p>_____</p> <p>the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____</p> <p>_____</p> <p>is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> <p style="text-align: center;">_____ Qualification</p>				

(1) Under the instrument of title has been lodged by the person lodging the dealing, or by one who has been authorized previously, the authority must be furnished by the person lodging the dealing in delivery of the certificate of this work etc.

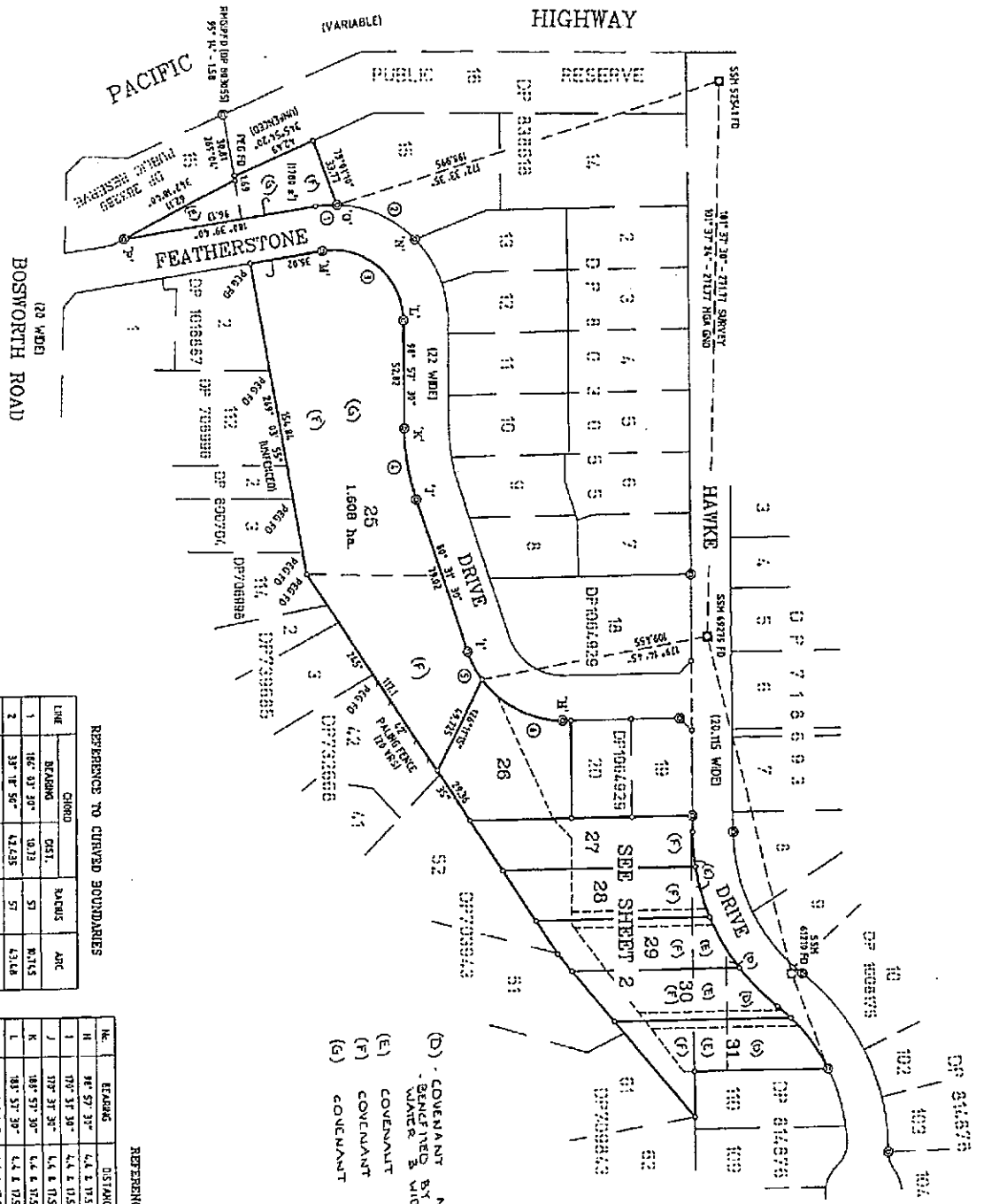
(2) Not required where dealing attested in accordance with note (1) in other cases to be signed by one of the persons referred to in note (1).

M.P.D.



WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 2 sheets



MAP GRID OF AUSTRALIA CO-ORDINATES
 SOURCE S.C.L.M.S. 11-11-2001

MARK	CO-ORDINATES ZONE 56	NORTHING	EASTING	CLASS	ORDER	CSIP
SSM 518.3	518 484.42	6 667 753.46	8	2	2	2399441
SSM 411.0	518 571.75	6 667 681.354	8	2	2	5399451
SSM 437.9	518 76.931	6 647 456.113	8	2	2	1079183

REFERENCE TO CURVED BOUNDARIES

LINE	BEARING	CHORD	RADIUS	ARC
1	186° 03' 30"	10.73	51	61.45
2	39° 18' 50"	42.25	51	63.18
3	47° 43' 30"	52.95	35	46.05
4	87° 44' 30"	36.555	31	35.71
5	77° 41' 15"	36.175	51	52.35
6	39° 52' 55"	16.32	51	42.95

REFERENCE MARKS

No.	BEARING	DISTANCE	MARK DETAILS
I	84° 57' 30"	4.4 E 11.55	IRON NAIL IN CONCRETE
J	170° 31' 30"	4.4 E 11.55	IRON NAIL IN CONCRETE
K	184° 57' 30"	4.4 E 11.55	IRON NAIL IN CONCRETE
L	188° 37' 30"	4.4 E 11.55	IRON NAIL IN CONCRETE
M	90° 31' 45"	4.4 E 11.55	IRON NAIL IN CONCRETE
N	331° 41'	4.55	IRON NAIL IN CONCRETE
O	281° 51'	4.47	IRON NAIL IN CONCRETE
P	71° 55'	4.175	IRON NAIL IN CONCRETE

(D) COVENANT N1946246
 - GRANTED BY EASEMENT TO DRAIN
 WATER IN WIDE DP154524
 (E) COVENANT P202162
 (F) COVENANT P249491
 (G) COVENANT H150262

Surveyor: IAN GRAHAM ENSON
 Date of Survey: 10 DECEMBER 2007
 Surveyor's Ref: 3571-07

PLAN OF SUBDIVISION OF
 LOT 21 DP 1064929 AND
 LOT 111 DP 814876

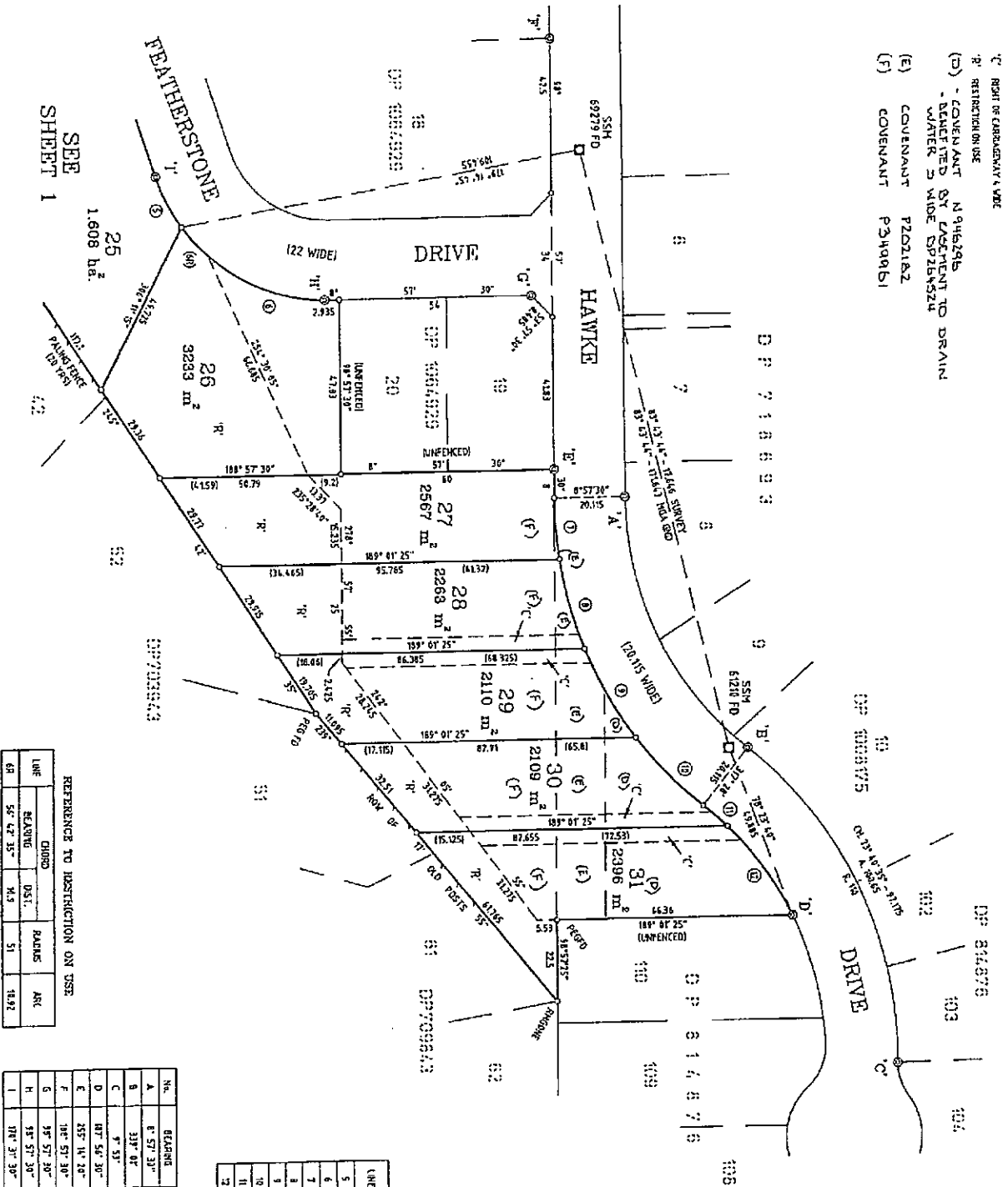
LGA: COFES HARBOUR
 Location: WOOLGOOLGA
 Subdivision No: 65/08
 Land Use: Residential
 Production Rule: 1510

Registered
 3 - 4 - 2008

DP1124223

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 2 sheets



- (C) RIGHT OF CARRIAGEWAY 4 WIDE
- (D) RESTRICTION ON USE
- (E) COVENANT N 948296
- (F) COVENANT BY EASEMENT TO DRAIN
- (G) DETACHED 3 WIDE EXP26524
- (H) WATER 3 WIDE EXP26524
- (I) COVENANT F202182
- (J) COVENANT P349961

SEE SHEET 1
 1608 ha.²

REFERENCE TO RESTRICTION ON USE

LINE	CHORD	BEARING	DIST.	MARKS	ARC
6R	56° 47' 35"	N 43°	51	14.82	

REFERENCE MARKS

No.	BEARING	DISTANCE	MARK DETAILS
A	6° 57' 30"	3.65 & 9.6	SPRINKLER PO IN XS (CP 11855)
B	339° 00"	3.65 & 11.5	SPRINKLER PO IN XS (CP 11855)
C	9° 51'	3.3	SPRINKLER PO IN XS (CP 11855)
D	87° 56' 30"	3.85	SPRINKLER PO IN XS (CP 11855)
E	25° 14' 20"	8.71	SPRINKLER PO IN XS (CP 11855)
F	104° 51' 30"	3.41 & 4.33	SPRINKLER PO IN XS (CP 11855)
G	35° 57' 30"	4.25 & 12.15	SPRINKLER PO IN XS (CP 11855)
H	35° 57' 30"	4.2 & 12.55	SPRINKLER PO IN XS (CP 11855)
I	104° 51' 30"	4.2 & 11.55	SPRINKLER PO IN XS (CP 11855)

REFERENCE TO CURVED BOUNDARIES

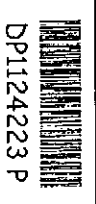
LINE	BEARING	DIST.	MARKS	ARC
5	11° 41' 05"	15.475	51	65.715
6	35° 56' 05"	4.612	51	41.555
7	312° 31' 56"	17.06	100.15	12.055
8	87° 30' 55"	25.07	100.15	12.835
9	67° 30' 35"	18.615	118.15	21.855
10	52° 30' 35"	24.815	118.15	24.855
11	50° 30' 25"	4.195	82.855	4.31
12	43° 02' 30"	3.2	82.855	31.955

Surveyor: IAN GRAHAM EVISON
 Date of Survey: 10 DECEMBER 2007
 Surveyor's Ref: 3571-07

PLAN OF SUBDIVISION OF
 LOT 21 DP 1064929 AND
 LOT 111 DP 814876

LGA: COFFS HARBOUR
 Locality: WOODGOLGA
 Subdivision No: 65/08
 Length of Survey: 1480

Registered
 5-14-2008



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

* OFFICE USE ONLY

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



DP1124223 S

PURSUANT TO SECTION 88(B) OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:-

1. RIGHT OF CARRIAGEWAY 4 WIDE
2. RESTRICTION ON USE
3. POSITIVE COVENANT
4. RESTRICTION ON USE

Registered: 3-4-2008
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF

SUBDIVISION OF LOT 21 DP 1064929 AND LOT 111 DP 814876

ACN 502422844
 DRONLEAF PTY LIMITED
 by authority of the Board
 in the presence of:

William D Featherstone Director
Loris L. Piganis Secretary
 WILLIAM D FEATHERSTONE LORIS L. PIGANIS

LGA: COFFS HARBOUR
 Locality: WOOLGOOLGA
 Parish: WOOLGOOLGA
 County: FITZROY

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given
 Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Surveying Regulation, 2006
 I, IAN GRAHAM EVISON
 of PO BOX 6136 COFFS HARBOUR 2450
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 10 DECEMBER 2007

The survey relates to LOTS 25 TO 31
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Ian Graham Evison* Dated: 10/12/2007
 Surveyor registered under the *Surveying Act, 2002*

Datum Line SSM 69279 TO SSM 61210
 Type: Urban/Rural

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
 (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: *Coffs Harbour City Council*
 Date of Endorsement: *7.12.08*
 Accreditation no:
 Subdivision Certificate no: *65.108*
 File no: *1509.05*

Plans used in the preparation of survey/compilation

DP 838618 DP 1064929

(if insufficient space use Plan Form 6A annexure sheet)

* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 3571-07

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

LENGTHS ARE IN METRES

Sheet 1 of 4 sheets



DP1124223 B

Subdivision of lot 21 in Deposited
Plan 1064929 and lot 111 Deposited
Plan 814876 covered by Council
Clerk's Certificate no:

FULL NAME & ADDRESS
OF PROPRIETOR OF LAND:

DRONLEAP PTY LTD
A.C.N. ~~29881200~~ 202 422 844
of 2/71 Hood St, Coffs Harbour 2450

PART 1

1. Identity of easement or
restriction firstly referred to
in abovementioned plan.

Right of Carriageway 4 wide

Lots Burdened

28
29
30
31

Lots, Name of Road or Authority benefited

29
28
31
30

2. Identity of easement or
Restriction secondly referred to
in abovementioned plan.

Restriction on Use.

Lots Burdened

26, 27, 28, 29, 30 & 31

Lots, Name of Road or Authority benefited

Council of the City of Coffs Harbour

3. Identity of easement or
restriction thirdly referred
to in abovementioned plan

Positive Covenants for maintenance of works

Lots burdened

Each lot

Lots, Name of Road or Authority benefited

Council of the City of Coffs Harbour

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

Sheet 2 of 4 sheets

DP1124223

Subdivision of lot 21 in Deposited
Plan 1064929 and lot 111 Deposited
Plan 814876 covered by
Council Clerk's Certificate no:

4. Identity of easement or
Restriction fourthly referred
to in abovementioned plan

Restriction on Use

Lots Burdened

Lots, Name of Road or Authority benefited

Each lot

Every other lot

PART 2

TERMS OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN
ABOVENTIONED PLAN

No development shall take place in the development exclusion area marked "R" on the plan,
other than environmental protection works and/or environmental protection fencing.

Any release, variation or modification of this restriction shall be made in all respects at the
cost and expenses of the persons requesting the same.

The person or persons having the right to release or vary or modify this restriction is the
Council of the City of Coffs Harbour.

TERMS OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN
ABOVENTIONED PLAN

The registered proprietor acknowledges works ("the works") have been effected on the land
burdened in accordance with the Landscape Plan (LP) for this subdivision held in the office
of Coffs Harbour City Council and numbered NSW06/053/02 and covenants with the said
Council:-

- (a) to maintain the works in accordance with the LP
- (b) to do all things reasonably necessary to preserve the works;
- (c) for the purpose of ensuring observance of the covenants, the Council may, by its
servants or agents, twice in every year at a reasonable time of the day and upon giving
to the person against whom the covenant is enforceable not less than 2 days' notice,
enter the land and view the condition of the works;
- (d) to remedy any default on its part to observe the requirements of the LP within 28 days
of service by the Council of written notice by the Council requiring such remediation;

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

Sheet 3 of 4 sheets

DP1124223

Subdivision of lot 21 in Deposited
Plan 1064929 and lot 111 Deposited
Plan 814876 covered by
Council Clerk's Certificate no:

- (e) that if remediation works are not effected within the said period of 28 days, or such longer period as the Council may allow in writing, the Council may by its servants or agents enter the land and effect the remediation works;
- (f) to pay to the Council on demand the cost of any remediation works so effected by the Council; and
- (g) to accept a certificate under the hand of the Council's General Manager as to the cost of such remediation works as conclusive evidence as to cost.

Any release, variation or modification of this restriction shall be made in all respects at the cost and expenses of the persons requesting the same.

The person or persons having the right to release or vary or modify this restriction is the Council of the City of Coffs Harbour.

TERMS OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN

- (a) So long as it remains the registered proprietor of any lot in this deposited plan, DRONLEAP PTY LIMITED its successors or assigns (other than purchasers on sale) shall not be required to contribute towards the cost of erecting or maintaining any dividing fence.

Any release, variation or modification of this restriction shall be made in all respects at the cost and expenses of the persons requesting the same.

The person or persons having the right to release or vary or modify this restrictions is DRONLEAP PTY LIMITED or such other persons, company, or companies nominated by DRONLEAP PTY LIMITED for that purpose and if DRONLEAP PTY LIMITED shall no longer be the registered proprietor of any of the land comprised in the plan of subdivision and there shall be no such other person, company or companies so nominated then the person for the time being registered as the proprietor of the land in the plan of subdivision having common boundaries with the land burdened with the covenant.

The person or persons having the right to release or vary or modify this restriction is the Council of the City of Coffs Harbour.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Sheet 4 of 4 sheets

DP1124223

Subdivision of lot 21 in Deposited Plan 1064929 and lot 111 Deposited Plan 814876 covered by Council Clerk's Certificate no:

~~The Common Seal of DRONLEAP PTY LIMITED was heretofore affixed in the presence of:~~

ACN 002 422 844
~~29281500~~

[Signature]

Director

x Louis Pignani

Secretary

[Signature]
AUTHORISED PERSON
COFFS HARBOUR CITY COUNCIL

REGISTERED 29 3-4-2008

COFFS HARBOUR CITY COUNCIL
Section 149(2) Planning Certificate
Environmental Planning and Assessment Act 1979



Certificate No: 1491497/16
Date of Issue: 04/02/2016
Property No: 2235810
(Email certificate to: sue@cleverconveyancing.com.au)

Applicant: CLEVER CONVEYANCING
PO BOX 6218
COFFS HARBOUR NSW 2450

Your Reference: 2016112

Owner's Name: DRONLEAP PTY LTD
Address of Property: FEATHERSTONE DRIVE
WOOLGOOLGA NSW 2456

Legal Description: Lot 21 DP 1142182

Please Note:

The zoning information in this certificate is based on the lot and plan number referred to in this Certificate. If the lot and plan number is not the current description of the land then this Certificate will be incorrect. Persons relying on this Certificate should satisfy themselves by reference to the Title Deed that the land to which this Certificate relates is identical to the land the subject of the enquiry.

A reference in this certificate to any instrument, including Coffs Harbour City Council Local Environmental Plan 2013, is a reference to that instrument, as amended.

Coffs Harbour City Council

ABN 79 126 214 487

- All correspondence to be addressed to General Manager, Locked Bag 155, COFFS HARBOUR NSW 2450
 - Administration Building, 2 Castle Street, COFFS HARBOUR
 - Telephone (02) 6648 4000 • Facsimile (02) 6648 4199
 - Email: coffs.council@chcc.nsw.gov.au
 - Internet: www.coffsharbour.nsw.gov.au
-

CONTENTS

1.	Name of relevant Planning Instrument.....	3
2.	Zoning and Land Uses under relevant Local Environmental Plan	3
3.	Relevant State Environmental Planning Policies and Proposed State Environmental Planning Policies.....	4
4.	Erection of Dwelling-House.....	5
5.	Heritage Conservation Status.....	5
6.	Demolition of Buildings	5
7.	Relevant Development Control Plans	5
8.	State Significant Development.....	6
9.	Coastal Protection	6
10.	Mine Subsidence	6
11.	Road Widening and Road Realignment.....	6
12A.	Council and other Public Authority Policies on Hazard Risk Reduction	7
12B.	Contaminated Land	7
12C.	Legal Public Access	8
12D.	Road Maintenance	8
13.	Critical Habitat.....	8
14.	Developer Contributions Plans.....	8
15.	Bush Fire Prone Land.....	9
16.	Subdivision Restriction	9
17.	Wildlife Refugees and Conservation Agreements.....	9
18.	Koala Habitat	9
19.	Property Vegetation Plans.....	9
20.	Exempt and Complying Development.....	9
21.	Site Compatibility Certificates and Conditions for Affordable Housing	10
22.	Site Compatibility Certificates for Infrastructure	10
23.	Site Compatibility Certificates and Conditions for Seniors Housing	10
24.	Orders Under Trees (Disputes between Neighbours) Act 2006.....	11
25.	Flood Related Development Controls Information	11
26.	Land Reserved for Acquisition.....	11
27.	Directions under Part 3A	11

1. Name of relevant Planning Instrument

Where a local environmental plan, a deemed environmental planning instrument, or a draft local environmental plan that has been placed on exhibition pursuant to section 66(1)(b) of the Act restricts, or purports to restrict, the purposes for which development may be carried out on the land, state:

- (i) the name of the instrument;

Coffs Harbour Local Environmental Plan 2013

- (ii) the purposes for which development may be carried out in accordance with that instrument without development consent and with development consent; and

- (iii) the purposes for which the carrying out of development is prohibited under that instrument.

See reply to 2.(ii) and (iii) below

2. Zoning and Land Uses under relevant Local Environmental Plan

Where the land is identified as being within a zone (within the meaning of an instrument referred to in paragraph (i)), state:

- (i) the name of the instrument and of the zone;

Coffs Harbour Local Environmental Plan 2013
IN1 IN1 General Industrial zone

- (ii) the purposes for which development may be carried out within that zone without development consent and with development consent. Refer to the Coffs Harbour Local Environmental Plan 2013 Part 2 - Permitted or prohibited development (Land Use Table).

- (iii) the purposes for which the carrying out of development is prohibited within that zone: Refer to the Coffs Harbour Local Environmental Plan 2013 Part 2 – Permitted or prohibited development (Land Use Table).

ZONE IN1 GENERAL INDUSTRIAL**1 Objectives of zone**

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area, but only if they do not compromise the land being used for industrial purposes.

2 Permitted without consent

Building identification signs; Home occupations

3 Permitted with consent

Agricultural produce industries; Depots; Dwelling houses; Freight transport facilities; Funeral homes; General industries; Hardware and building supplies; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Liquid fuel depots; Neighbourhood shops; Roads; Rural supplies; Take away food and drink premises; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Child care centres; Commercial premises; Correctional centres; Eco-tourist facilities; Educational establishments; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Health services facilities; Heavy industrial storage establishments; Heavy industries; Highway service centres; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Recreation facilities (major); Registered clubs; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Tourist and visitor accommodation; Water recreation structures; Wharf or boating facilities

(Note: The following clauses may also apply to the development of this land:

- Clause 5.9 – Preservation of trees or vegetation
- Clause 7.1 – Acid sulfate soils
- Clause 7.2 – Earthworks
- Clause 7.7 – Limited development on foreshore area)

3. Relevant State Environmental Planning Policies and Proposed State Environmental Planning Policies

Any matter relating to a State Environmental Planning Policy or a Regional Environmental Plan applying to the land or to a Draft State Environmental Policy or Draft Regional Environmental Plan applying to that land, which the Minister has, generally or in any particular case, notified the Council should be specified in the Certificate.

See Schedule 1 attached

4. Erection of Dwelling-House

Is the erection of a dwelling-house on the land subject to a development standard relating to the minimum area on which the dwelling-house may be erected?

Yes – refer to Coffs Harbour Local Environmental Plan 2013 Lot Size Map

- (a) For provisions relating to the erection of a dwelling house in Zone B5 refer to Clause 7.15 of the Coffs Harbour Local Environmental Plan 2013.*
- (b) For provisions relating to the erection of a dwelling house in Zone IN1 refer to Clause 7.16 of the Coffs Harbour Local Environmental Plan 2013.*

Note:

- (a) Compliance with the minimum area per allotment size does not guarantee that a Development Application for a dwelling, attached or detached dual occupancy or multi-unit housing will be approved. Council is required to assess the Development Application against applicable legislative requirements including, but not limited to the Coffs Harbour Local Environmental Plan 2013 and the Environmental Planning and Assessment Act 1979, as well as associated relevant Development Control Plans, Council policies and strategies. If unsure, Council recommends that you enquire with a relevant Planning professional about the relevant requirements for development proposals.*

Where the area of the subject land is less than that shown on the Lot Size Map, to obtain information in relation to the permissibility of a dwelling it is recommended that a Permissibility of a dwelling enquiry, for which a fee is payable in accordance with Council's adopted Fees & Charges Schedule, be submitted to Council. Contact Council's Customer Services Section on (02) 6648 4000 for further information.

5. Heritage Conservation Status

Is the property in a heritage conservation area or identified as a heritage property by Council or State Government? (and if so, what is the status, e.g. local environmental plan, Heritage Act etc)?

No

6. Demolition of Buildings

Does the demolition of any building on the land require development consent to be obtained?

Yes, except under the circumstances outlined in Clause 2.7 of Coffs Harbour Local Environmental Plan 2013.

7. Relevant Development Control Plans

Where a development control plan (DCP) that is expressed to apply to the land has been approved under clause 24(1), the name of the plan (whether or not the plan is in force).

Coffs Harbour Development Control Plan 2013

8. State Significant Development

Is the land subject to any application to carry out development, the subject of a notice by the Minister under section 76A(7)(b) of the Act declaring the development to be State Significant development?

No

All applications for canal development or artificial waterways must be referred to the Minister for Planning for determination.

Note: For development or classes of development that are, in the opinion of the Minister, State Significant, also refer to State Environmental Planning Policy (State Significant Development) 2005.

9. Coastal Protection

Is the land affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979? (but only to the extent that the Council has been so notified by the Department of Commerce, Office of Public Works and Services).

No

Coastal Protection

4A Information relating to beaches and coasts

Coffs Harbour City Council has no record of any orders under Part 4D of the Coastal Protection Act 1979 on this land

4B Annual Charges for Coastal Protection Services under Local Government Act 1993

Coffs Harbour City Council has no record of the subject land being subject to annual charges under Section 496B of the Local Government Act 1993.

10. Mine Subsidence

Has the land been proclaimed to be a Mine Subsidence District within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961?

No

11. Road Widening and Road Realignment

Is the land affected by any road widening or road realignment under:

(i) Division 2 of Part 3 of the Roads Act 1993;

No

(ii) any environmental planning instrument; or

No

(iii) any resolution of the Council?

No

12A. Council and other Public Authority Policies on Hazard Risk Reduction

Has the council by resolution adopted a policy to restrict the development of the land by reason of the likelihood of landslip, subsidence, tidal inundation, acid sulfate soils or any other risk? (Please note for Chemical Residues, this information is based on the interpretation of data up to 1994)

Yes, Council has adopted by resolution a Contaminated Land Management Policy which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on land which may have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

The land is affected by Clause 7.1 of Coffs Harbour Local Environmental Plan 2013 - Acid Sulfate Soils (Class 5); see attached Schedule.

Biodiversity Statement:

Coffs Harbour has over 90 species of plants, animals or areas being recognised as being either endangered or vulnerable. These species may include, but not be limited to, rainforests (SEPP26), Wetlands (SEPP14), Ecologically Endangered Communities and Threatened Species, or their habitats. Some of these species may be found on this land or adjoining lands.

Any proposed works, development or improvement of land within the Coffs Harbour region will need to consider and address potential impacts on biodiversity. The onus of inquiries and/or further investigation as to biodiversity impact is on the landowner, occupier and/or purchaser.

Coastal Hazards Definition Study:

Council has undertaken an assessment of coastal hazards along the coastline in the Coffs Harbour Local Government Area. The Coffs Harbour Coastal Processes and Hazard Definition Study 2010 has been produced and the land referred to in this certificate is included in that study. The study includes a prediction of future hazards based upon the historical rate of coastal recession (erosion) and the impacts of climate change and sea level rise, taking into account the NSW sea level rise planning benchmarks. Those benchmarks specify an increase above 1990 mean sea level of 40cm by 2050 and 90cm by 2100.

Council is currently undertaking a Coastal Zone Management Study and Plan which will provide more detailed information about the properties at risk from coastal hazards and will revise existing development controls relating to coastal hazards.

12B. Contaminated Land

Matters arising under the Contaminated Land Management Act 1997:

- (i) Is the land to which this certificate relates within land declared to be "significantly contaminated land" under Part 3 of Contaminated Land Management Act 1997 at the date this certificate is issued?

No

- (ii) Is the land to which this certificate relates subject to a "management order" within the meaning of that Act at the date this certificate is issued?

No

- (iii) Is the land to which this certificate relates the subject of an approved voluntary management proposal the subject of the Department of Environment and Conservation's agreement under section 17 of that Act and the proposal has not been fully carried out at the date this certificate is issued?

No

- (iv) Is the land to which this certificate relates subject to an "ongoing maintenance order" within the meaning of the Act at the date this certificate is issued?

No

- (v) Has a copy of a site audit statement, concerning the land to which this certificate relates, been provided to Council prior to the issuing of this certificate?

No

12C. Legal Public Access

Is the property affected by constraints to legal public access?

No

12D. Road Maintenance

Is this property's legal local access provided by a Crown Road or a Council Road that is not currently maintained by Council?

No

13. Critical Habitat

Has critical habitat been identified on the property?

No

14. Developer Contributions Plans

The following Developer Contributions Plans, in accordance with Section 94 of the Environmental Planning and Assessment Act, 1979, may apply:

Coffs Harbour Administration Levy Developer Contributions Plan 2015
Coffs City Centre Car Parking Developer Contributions Plan 2013
Coffs Harbour Mines and Extractive Industries Developer Contributions Plan 2013
Hearnes Lake/Sandy Beach Developer Contributions Plan 2015
Jetty Car Parking Developer Contributions Plan 2013
Korora Rural residential Release Area Developer Contributions Plan 2015
Moonee Release Area Developer Contributions Plan 2015
North Bonville Developer Contributions Plan 2015
North Coffs Developer Contributions Plan 2015
North Boambee Valley (East) Release Area Developer Contributions Plan 2015
Park Beach Area Developer Contributions Plan 2015
South Coffs Developer Contributions Plan 2015
Surf Rescue Facilities Developer Contributions Plan 2013
Woolgoolga Town Centre Car Parking Developer Contributions Plan 2004
West Coffs Harbour Developer Contributions Plan 2015
West Woolgoolga Levy Developer Contributions Plan 2015
Development Servicing Plan for Wastewater 2015
Development Servicing Plan for Water Supply 2015

15. Bush Fire Prone Land

Is the land to which this certificate relates, or any part of that land, bush fire prone land (as defined in the Environmental Planning and Assessment Act 1979), at the date this certificate is issued?

Yes

16. Subdivision Restriction

Has the Council by resolution adopted a policy to restrict development of the land for the purposes of subdivision?

No

17. Wildlife Refugees and Conservation Agreements

Has any part of the land:

- been proclaimed a Wildlife Refuge under s.68 of the National Parks and Wildlife Act 1974; or
- has a Conservation Agreement been registered under s.69B of the National Parks and Wildlife Act 1974?

No

Note: Further information on conservation options for landholders (including voluntary conservation agreements, wildlife refuges, Land for Wildlife and Conserve Wildlife) may be obtained from the Conservation Partnerships Unit, NSW Government Office of Environment and Heritage, PO Box A290, South Sydney 1232

Phone: (02) 9995 6768

Fax: (02) 9995 6791

Email: conservation.partners@environment.nsw.gov.au

Web: <http://www.environment.nsw.gov.au/cpp/ConservationPartners.htm>

18. Koala Habitat

If the land contains koala habitat identified by Council's Koala Plan of Management 1999, state the classification of koala habitat (Primary, Secondary or Tertiary).

Not Applicable

19. Property Vegetation Plans

Has Council been notified by the relevant approval authority that the property is subject to a Property Vegetation Plan created under the Native Vegetation Act 2003?

No

20. Exempt and Complying Development

Is the land, to which this Certificate relates, land which complying development may be carried out under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

General Housing Code

No

Housing Alterations Code

No

General Commercial and Industrial Code

No - Environmentally Sensitive Area, Critical Habitat buffer under the Fisheries Management Act 1994.

Rural Housing Code

No

General Development Code

No - Environmentally Sensitive Area, Critical Habitat buffer under the Fisheries Management Act 1994.

Demolition Code

No

Note:

Council's records indicate that the land, the subject of this certificate, may have a land based exclusion (constraint) that may affect all or part of the subject land. To ascertain the extent of the land based exclusion, on the subject land, refer to Council's website www.coffsharbour.nsw.gov.au and use the on-line mapping tools to identify the constraints on the subject land. Exempt and Complying development may still be able to be carried out on those parts of the subject land not impacted by the exclusion/constraint.

21. Site Compatibility Certificates and Conditions for Affordable Housing

Is the land, to which this Certificate relates, subject to a site compatibility certificate and conditions for affordable rental housing?

No

Coffs Harbour City Council has no record of a current site compatibility certificate (affordable rental housing) apply to the subject land.

For further information please contact the head office of the Department of Planning.

22. Site Compatibility Certificates for Infrastructure

Is the land, to which this Certificate relates, subject to a site compatibility certificate and conditions for infrastructure?

No

Coffs Harbour City Council has no record of a current site compatibility certificate (infrastructure) apply to the subject land.

For further information please contact the head office of the Department of Planning.

23. Site Compatibility Certificates and Conditions for Seniors Housing

Is the land, to which this Certificate relates, subject to a site compatibility certificate and conditions for seniors housing?

No

Coffs Harbour City Council has no record of a current site compatibility certificate (seniors housing) apply to the subject land.

For further information please contact the head office of the Department of Planning.

24. Orders Under Trees (Disputes between Neighbours) Act 2006

Has Council been notified that the subject land is subject to an Order under the *Trees (Disputes between Neighbours) Act 2006*?

No

25. Flood Related Development Controls Information

- (a) Is development on the land on part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) subject to flood related development controls?

Yes - Council considers the property to be affected by the Flood Planning Level (FPL). FPL means the level of a 1:100 ARI (average recurrence interval) flood event plus 0.5 metre freeboard.

Restrictions on development affected by the FPL are set out in Council's Development Control Plan that is available for inspection on Council's website.

- (b) Is development on the land or part of the land for any other purposes subject to flood related development controls?

Yes - Council considers the property to be affected by the Flood Planning Level (FPL). FPL means the level of a 1:100 ARI (average recurrence interval) flood event plus 0.5 metre freeboard.

Restrictions on development affected by the FPL are set out in Council's Development Control Plan that is available for inspection on Council's website.

26. Land Reserved for Acquisition

Does the prevailing environmental planning instrument or proposed environmental planning instrument (referred to in Clause 1 of this Certificate) make provision in relation to acquisition of the land by a public authority?

No

27. Directions under Part 3A

Is there a direction by the Minister in force under Section 75P(2)(c1) of the EPA Act, that a provision of an environmental planning instrument prohibits or restricts the carrying out of a project or a stage of a project on the land under Part 4 of the Act?

No

SCHEDULE 1

This list is intended as a guide only. Please refer to <http://www.legislation.nsw.gov.au> for full details of each policy. Please note that the site only provides the full text of state policies and regional plans. For maps relating to the various policies, or further information, please contact:

Department of Planning Information Centre, 23-33 Bridge Street, Sydney NSW
Opening hours: 9.00am to 5.00pm Monday to Friday
Telephone: 1300 305 695 or (02) 9228 6333 Fax: (02) 9228 6555
Email: information@planning.nsw.gov.au

or

Department of Planning Regional Office, 76 Victoria Street, Grafton NSW 2460
Telephone: (02) 6641 6600 Fax: (02) 6641 6601
Email: northcoast@planning.nsw.gov.au

- State Environmental Planning Policy No. 6 - Number of Storeys in a Building
- State Environmental Planning Policy No. 14 - Coastal Wetlands
- State Environmental Planning Policy No. 15 - Rural Land-Sharing Communities
- State Environmental Planning Policy No. 21 - Caravan Parks
- State Environmental Planning Policy No. 22 - Shops and Commercial Premises
- State Environmental Planning Policy No. 26 - Littoral Rainforests
- State Environmental Planning Policy No. 30 - Intensive Agriculture
- State Environmental Planning Policy No. 32 - Urban Consolidation (Redevelopment of Urban Land)
- State Environmental Planning Policy No. 33 - Hazardous and Offensive Development
- State Environmental Planning Policy No. 36 - Manufactured Home Estates
- State Environmental Planning Policy No. 50 - Canal Estate Development
- State Environmental Planning Policy No. 55 - Remediation of Land
- State Environmental Planning Policy No. 62 - Sustainable Aquaculture
- State Environmental Planning Policy No. 64 - Advertising and Signage
- State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development
- State Environmental Planning Policy No. 71 - Coastal Protection
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Major Projects) 2005
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (Temporary Structures and Places of Public Entertainment) 2007
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Rural Lands) 2008
- State Environmental Planning Policy (Affordable Housing) 2009
- State Environmental Planning Policy (Exempt and Complying Codes) Additional Codes 2010

Mid North Coast Regional Strategy (March 2009)

The primary purpose of the Regional Strategy is to ensure that adequate land is available and appropriately located to accommodate the projected housing and employment needs of the Region's population over the next 25 years. The Strategy sets the policy to govern where and how growth can occur. The Strategy represents an agreed NSW Government position on the future of the Mid North Coast. It is the pre-eminent planning document for the Mid North Coast and complements and informs other relevant State planning instruments. The Mid North Coast Regional Strategy applies to the period 2006-2031 and will be reviewed every five years.

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

For further information regarding this Certificate, please contact Council's Land Use Administrative Support on 6648 4620.

Steve McGrath
General Manager

ATTACHMENT 1

Part 7 Additional local provisions

7.1 Acid sulfate soils

- (1) The objective of this clause is to ensure that development does not disturb, expose or drain acid sulfate soils and cause environmental damage.
- (2) Development consent is required for the carrying out of works described in the Table to this subclause on land shown on the Acid Sulfate Soils Map as being of the class specified for those works.

Class of land	Works
1	Any works.
2	Works below the natural ground surface. Works by which the watertable is likely to be lowered.
3	Works more than 1 metre below the natural ground surface. Works by which the watertable is likely to be lowered more than 1 metre below the natural ground surface.
4	Works more than 2 metres below the natural ground surface. Works by which the watertable is likely to be lowered more than 2 metres below the natural ground surface.
5	Works within 500 metres of adjacent Class 1, 2, 3 or 4 land that is below 5 metres Australian Height Datum and by which the watertable is likely to be lowered below 1 metre Australian Height Datum on adjacent Class 1, 2, 3 or 4 land.

- (3) Development consent must not be granted under this clause for the carrying out of works unless an acid sulfate soils management plan has been prepared for the proposed works in accordance with the Acid Sulfate Soils Manual and has been provided to the consent authority.
- (4) Despite subclause (2), development consent is not required under this clause for the carrying out of works if:
- a preliminary assessment of the proposed works prepared in accordance with the Acid Sulfate Soils Manual indicates that an acid sulfate soils management plan is not required for the works, and
 - the preliminary assessment has been provided to the consent authority and the consent authority has confirmed the assessment by notice in writing to the person proposing to carry out the works.
- (5) Despite subclause (2), development consent is not required under this clause for the carrying out of any of the following works by a public authority (including ancillary work such as excavation, construction of access ways or the supply of power):
- emergency work, being the repair or replacement of the works of the public authority, required to be carried out urgently because the works have been damaged, have ceased to function or pose a risk to the environment or to public health and safety,
 - routine maintenance work, being the periodic inspection, cleaning, repair or replacement of the works of the public authority (other than work that involves the disturbance of more than 1 tonne of soil),
 - minor work, being work that costs less than \$20,000 (other than drainage work).

- (6) Despite subclause (2), development consent is not required under this clause to carry out any works if:
- (a) the works involve the disturbance of less than 1 tonne of soil, and
 - (b) the works are not likely to lower the watertable.

7.3 Flood planning

- (1) The objectives of this clause are as follows:
- (a) to minimise the flood risk to life and property associated with the use of land,
 - (b) to allow development on land that is compatible with the land's flood hazard, taking into account projected changes as a result of climate change,
 - (c) to avoid significant adverse impacts on flood behaviour and the environment.
- (2) This clause applies to land at or below the flood planning level.
- (3) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that the development:
- (a) is compatible with the flood hazard of the land, and
 - (b) is not likely to significantly adversely affect flood behaviour resulting in detrimental increases in the potential flood affectation of other development or properties, and
 - (c) incorporates appropriate measures to manage risk to life from flood, and
 - (d) is not likely to significantly adversely affect the environment or cause avoidable erosion, siltation, destruction of riparian vegetation or a reduction in the stability of river banks or watercourses, and
 - (e) is not likely to result in unsustainable social and economic costs to the community as a consequence of flooding.
- (4) A word or expression used in this clause has the same meaning as it has in the *Floodplain Development Manual* (ISBN 0 7347 5476 0), published in 2005 by the NSW Government, unless it is otherwise defined in this clause.
- (5) In this clause:
- flood planning level** means the level of a 1:100 ARI (average recurrent interval) flood event plus 0.5 metre freeboard.

7.4 Terrestrial biodiversity

- (1) The objective of this clause is to maintain terrestrial biodiversity by:
- (a) protecting native fauna and flora, and
 - (b) protecting the ecological processes necessary for their continued existence, and
 - (c) encouraging the conservation and recovery of native fauna and flora and their habitats.
- (2) This clause applies to land identified as "Biodiversity" on the Terrestrial Biodiversity Map.
- (3) Before determining a development application for development on land to which this clause applies, the consent authority must consider:
- (a) whether the development is likely to have:
 - (i) any adverse impact on the condition, ecological value and significance of the fauna and flora on the land, and
 - (ii) any adverse impact on the importance of the vegetation on the land to the habitat and survival of native fauna, and
 - (iii) any potential to fragment, disturb or diminish the biodiversity structure, function and composition of the land, and
 - (iv) any adverse impact on the habitat elements providing connectivity on the land, and

- (b) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.
- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that:
 - (a) the development is designed, sited and will be managed to avoid any significant adverse environmental impact, or
 - (b) if that impact cannot be reasonably avoided by adopting feasible alternatives—the development is designed, sited and will be managed to minimise that impact, or
 - (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.

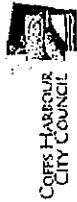
7.5 Drinking water catchments

- (1) The objective of this clause is to protect drinking water catchments by minimising the adverse impacts of development on the quality and quantity of water entering drinking water storages.
- (2) This clause applies to land identified as “Drinking water catchment” on the Drinking Water Catchment Map.
- (3) Before determining a development application for development on land to which this clause applies, the consent authority must consider the following:
 - (a) whether or not the development is likely to have any adverse impact on the quality and quantity of water entering the drinking water storage, having regard to the following:
 - (i) the distance between the development and any waterway that feeds into the drinking water storage,
 - (ii) the on-site use, storage and disposal of any chemicals on the land,
 - (iii) the treatment, storage and disposal of waste water and solid waste generated or used by the development,
 - (b) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.
- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that:
 - (a) the development is designed, sited and will be managed to avoid any significant adverse impact on water quality and flows, or
 - (b) if that impact cannot be reasonably avoided—the development is designed, sited and will be managed to minimise that impact, or
 - (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.

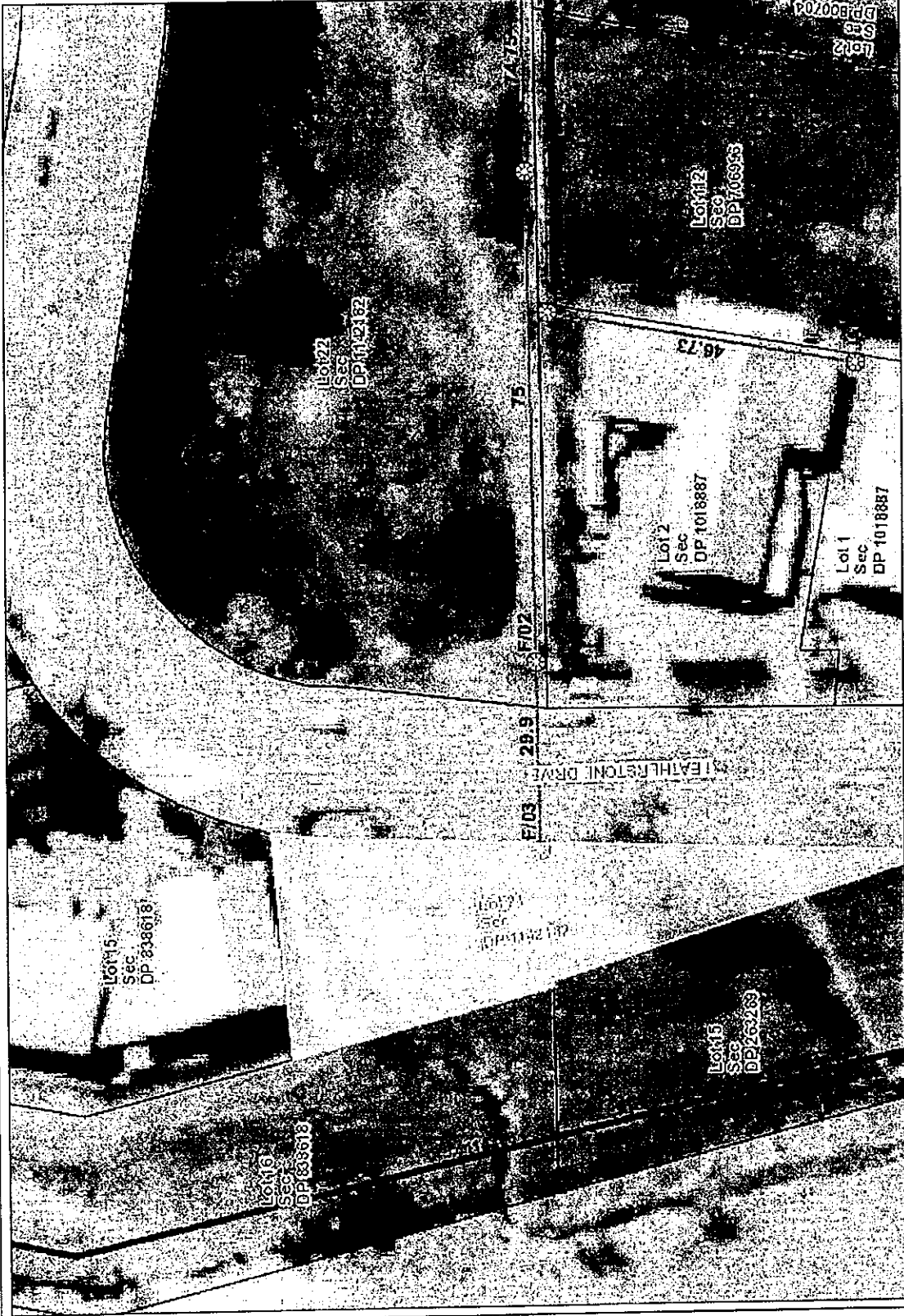
7.6 Riparian land and watercourses

- (1) The objective of this clause is to protect and maintain the following:
 - (a) water quality within watercourses,
 - (b) the stability of the bed and banks of watercourses,
 - (c) aquatic and riparian habitats,
 - (d) ecological processes within watercourses and riparian areas.
- (2) This clause applies to all of the following:
 - (a) land identified as “Watercourse” on the Riparian Lands and Watercourses Map,
 - (b) all land that is within 40 metres of the top of the bank of each watercourse on land identified as “Watercourse” on that map.

-
- (3) Before determining a development application for development on land to which this clause applies, the consent authority must consider:
- (a) whether or not the development is likely to have any adverse impact on the following:
 - (i) the water quality and flows within the watercourse,
 - (ii) aquatic and riparian species, habitats and ecosystems of the watercourse,
 - (iii) the stability of the bed and banks of the watercourse,
 - (iv) the free passage of fish and other aquatic organisms within or along the watercourse,
 - (v) any future rehabilitation of the watercourse and riparian areas, and
 - (a) whether or not the development is likely to increase water extraction from the watercourse, and
 - (b) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.
- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that:
- (a) the development is designed, sited and will be managed to avoid any significant adverse environmental impact, or
 - (b) if that impact cannot be reasonably avoided—the development is designed, sited and will be managed to minimise that impact, or
 - (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.



Eview map - Lot 21 Featherstone Dr



Legend

- Land Boundaries
- Locality Boundaries
- Sewer Manholes
- Sewer Fittings
- Unclassified
- Air Valve
- Junction
- Dead End
- Scour Valve
- Stop Valve
- Sewer Public Pump Stations
- Sewer Private Pump Stations
- Sewer Rising Mains
- Sewer Mains
- All Other Values
- Unknown Diameter
- 50
- 100
- 150
- 180
-

Notes

0.0 0.02 0.1 Kilometers

This map Copyright © 2016, Cofts Harbour City Council. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Cadastral, topographic and aerial AOS40 information supplied by the NSW Department of Finance and Services and maintained by Cofts Harbour City Council. Copyright © 2016, NSW Department of Finance and Services. Other data displayed may have been supplied by various other agencies and is not guaranteed to be accurate. This Council does not warrant the correctness of this map or information contained therein. Council accepts no liability or responsibility in respect to the map and any inaccuracies thereon. Any person relying on this plan shall do so at their own risk. This map Copyright © 2016, Cofts Harbour City Council.

1: 867

GDA_1994_MGA_Zone_56

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

lot 27 Featherstone Drive Woodganga NSW 2456

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* to the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error of misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve evidence* or submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer, *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve evidence* of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract, and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including an agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s110 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow a transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either party can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement scheduled in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 **Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves any clearance certificate or variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

lot 21 Featherstone Drive Woolgoolga NSW 2456



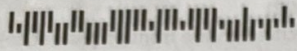
Coffs Harbour City Council
 2 Castle Street (Locked Bag 155)
 Coffs Harbour NSW 2450

Account Enquiries (02) 6648 4000

Coffs Harbour City Council
 ABN 79 126 214 487
 Website: www.coffsharbour.nsw.gov.au
 Email: coffs.council@chcc.nsw.gov.au

3rd Instalment Notice

1 July 2018 to 30 June 2019



MR D VOYTAS & MRS DL VOYTAS
 3 DAMMEREL CRESCENT
 EMERALD BEACH NSW 2456

Handwritten: Paid over H/S

Issue Date: 23/01/2019

Property Number: 2235810

Customer Service Number: 121570295

Account Number: 9212572

Amount Due: \$762.00

Due Date: 28/02/2019



018
 1015930
 R2_14127

Property Details

FEATHERSTONE DRIVE, WOOLGOOLGA NSW 2456
 Lot 21/DP 1142182 SUBJ TO EASEMENT

Please deduct any payments made on or after 14 January 2019

Current Charges Summary

Rating Category
Business

Interest Rate
7.5% p.a./Daily/Simple

Third Instalment

\$762.00

Notice Total

\$762.00

Please Note: If you cannot meet the payment requirements of this notice please contact Council now to make a suitable payment arrangement.

Methods of Payment (details on back)



Coffs Harbour City Council
 2 Castle Street (Locked Bag 155)
 Coffs Harbour NSW 2450

*Subst
 Ale*

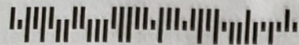
Account Enquiries (02) 6648

Coffs Harbour City Council
 ABN 79 126 21

Website: www.coffsharbour.nsw.gov.au
 Email: coffs.council@chcc.nsw.gov.au

4th Instalment Notice

1 July 2018 to 30 June 2019



Issue Date: 24/04/2019

MR DR VOYTAS & MRS DL VOYTAS
 3 DAMMEREL CRESCENT
 EMERALD BEACH NSW 2456



018
 1016090
 R2_14441

Property Details

FEATHERSTONE DRIVE, WOOLGOOLGA NSW 2456
 Lot 21 DP 1142182 SUBJ TO EASEMENT

Property Number: **2235810**

Customer Service Number: **121570295**

Account Number: **9212572**

Amount Due: **\$762.00**

Due Date: **31/05/2019**

Please deduct any payments made on or after 12 April 2019

Current Charges Summary

Rating Category
Business

Interest Rate
7.5% p.a./Daily/Simple

Fourth Instalment

Notice Total

\$762.00

\$762.00

*Paid
 13/6/19*

Please Note: If you cannot meet the payment requirements of this notice please contact Council now to make a suitable payment arrangement.

*103.78
 1888.95
 2645.50
 407.60
 762.00*

Methods of Payment (details on back)



Australian Government
Australian Taxation Office

PAYG Instalments report 2019

Tax Agent 79549002
Last Updated 07/05/2022

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)
925722083	THE TRUSTEE FOR VOYTAS FAMILY SUPERANNUATION FUND	154.00	154.00	Not Applicable	Not Applicable	308.00

Total No of Clients: 1

Voytas Family Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2019

Tax Return Label	Date	Account Code	Account Name	Amount \$
C - Income - Gross interest				
	31/07/2018	25000/BQL215916321	BOQ WebSavings Account 21591632	393.60
	31/08/2018	25000/BQL215916321	BOQ WebSavings Account 21591632	393.76
	30/09/2018	25000/BQL215916321	BOQ WebSavings Account 21591632	377.00
	31/10/2018	25000/BQL215916321	BOQ WebSavings Account 21591632	370.79
	30/11/2018	25000/BQL215916321	BOQ WebSavings Account 21591632	326.32
	31/12/2018	25000/BQL215916321	BOQ WebSavings Account 21591632	221.53
	31/01/2019	25000/BQL215916321	BOQ WebSavings Account 21591632	115.43
	28/02/2019	25000/BQL215916321	BOQ WebSavings Account 21591632	101.03
	31/03/2019	25000/BQL215916321	BOQ WebSavings Account 21591632	110.15
	30/04/2019	25000/BQL215916321	BOQ WebSavings Account 21591632	106.07
	10/05/2019	25000/ATO22	Australian Taxation Office	53.73
	31/05/2019	25000/BQL215916321	BOQ WebSavings Account 21591632	109.58
	30/06/2019	25000/BQL215916321	BOQ WebSavings Account 21591632	91.70
Sub-Total				2,770.69
Ignore Cents				0.69
Total				2,770.00
R1 - Assessable employer contributions				
	02/10/2018	24200/VOYDON00003A	(Contributions) Voytas, Donna - Accumulation (Accumulation)	147.88
	14/01/2019	24200/VOYDON00003A	(Contributions) Voytas, Donna - Accumulation (Accumulation)	502.50
	08/04/2019	24200/VOYDON00003A	(Contributions) Voytas, Donna - Accumulation (Accumulation)	719.49
Sub-Total				1,369.87
Ignore Cents				0.87
Total				1,369.00
R - Assessable contributions (R1 plus R2 plus R3 less R6)				
			Assessable employer contributions	1,369.87
Sub-Total				1,369.87
Ignore Cents				0.87
Total				1,369.00
W - GROSS INCOME (Sum of labels A to U)				
				4,139.00
Sub-Total				4,139.00
Ignore Cents				0.00
Total				4,139.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				4,139.00
Sub-Total				4,139.00
Ignore Cents				0.00
Total				4,139.00
H1 - Expenses - SMSF auditor fee				
	15/04/2019	30700	Auditor's Remuneration	550.00

Voytas Family Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2019

Tax Return Label	Date	Account Code	Account Name	Amount \$
H1 - Expenses - SMSF auditor fee				
	15/04/2019	30700	Auditor's Remuneration	550.00
Sub-Total				1,100.00
Ignore Cents				0.00
Total				1,100.00
J1 - Expenses - Management and administration expenses				
	15/04/2019	30100	Accountancy Fees	1,320.00
	15/04/2019	30100	Accountancy Fees	1,320.00
	31/08/2018	31500	Bank Charges	0.65
	30/09/2018	31500	Bank Charges	1.30
	31/10/2018	31500	Bank Charges	0.65
	30/11/2018	31500	Bank Charges	1.95
	28/02/2019	31500	Bank Charges	0.65
	30/04/2019	31500	Bank Charges	1.95
	31/05/2019	31500	Bank Charges	0.65
	30/06/2019	31500	Bank Charges	0.65
	10/05/2019	30400	ATO Supervisory Levy	259.00
	10/05/2019	30400	ATO Supervisory Levy	259.00
	30/06/2019	30400	ATO Supervisory Levy	259.00
Sub-Total				3,425.45
Ignore Cents				0.45
Total				3,425.00
L2 - Expenses - Other amounts (Non-deductible)				
	30/06/2019	85000	Income Tax Payable/Refundable	3,893.38
Sub-Total				3,893.38
Ignore Cents				0.38
Total				3,893.00
N - TOTAL DEDUCTIONS				
				4,525.00
Sub-Total				4,525.00
Ignore Cents				0.00
Total				4,525.00
Y - TOTAL NON DEDUCTIBLE EXPENSES				
				3,893.00
Sub-Total				3,893.00
Ignore Cents				0.00
Total				3,893.00
O - TAXABLE INCOME OR LOSS				
				(386.00)

Voytas Family Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2019

Tax Return Label	Date	Account Code	Account Name	Amount \$
O - TAXABLE INCOME OR LOSS				
Sub-Total				(386.00)
Ignore Cents				0.00
Total				(386.00)
Z - TOTAL SMSF EXPENSES				
				8,418.00
Sub-Total				8,418.00
Ignore Cents				0.00
Total				8,418.00
K - PAYG instalments raised				
	13/08/2018	85000	Income Tax Payable/Refundable	151.00
	10/05/2019	85000	Income Tax Payable/Refundable	153.00
	30/06/2019	85000	Income Tax Payable/Refundable	4.00
Sub-Total				308.00
Ignore Cents				0.00
Total				308.00
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUNDABLE				
				(49.00)
Sub-Total				(49.00)
Ignore Cents				0.00
Total				(49.00)

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
Contributions (24200)					
<u>(Contributions) Voytas, Donna - Accumulation (VOYDON00003A)</u>					
02/10/2018	Credit: Tennant Pty Ltd			147.88	147.88 CR
14/01/2019	Contribution - Donna (Moonee Phcy)			502.50	650.38 CR
08/04/2019	Contribution - Donna (Moonee Phcy)			719.49	1,369.87 CR
				1,369.87	1,369.87 CR
Interest Received (25000)					
<u>Australian Taxation Office (ATO22)</u>					
10/05/2019	ATO			53.73	53.73 CR
				53.73	53.73 CR
<u>BOQ WebSavings Account 21591632 (BQL215916321)</u>					
31/07/2018	INTEREST			393.60	393.60 CR
31/08/2018	INTEREST			393.76	787.36 CR
30/09/2018	INTEREST			377.00	1,164.36 CR
31/10/2018	INTEREST			370.79	1,535.15 CR
30/11/2018	INTEREST			326.32	1,861.47 CR
31/12/2018	INTEREST			221.53	2,083.00 CR
31/01/2019	INTEREST			115.43	2,198.43 CR
28/02/2019	INTEREST			101.03	2,299.46 CR
31/03/2019	INTEREST			110.15	2,409.61 CR
30/04/2019	INTEREST			106.07	2,515.68 CR
31/05/2019	INTEREST			109.58	2,625.26 CR
30/06/2019	INTEREST			91.70	2,716.96 CR
				2,716.96	2,716.96 CR
Accountancy Fees (30100)					
<u>Accountancy Fees (30100)</u>					
15/04/2019	Haywards Chartered Accountants		1,320.00		1,320.00 DR
15/04/2019	Haywards Chartered Accountants		1,320.00		2,640.00 DR
			2,640.00		2,640.00 DR
ATO Supervisory Levy (30400)					
<u>ATO Supervisory Levy (30400)</u>					
10/05/2019	ATO		259.00		259.00 DR
10/05/2019	ATO		259.00		518.00 DR
30/06/2019	2018 Income Tax Moved to Sundry Creditor		259.00		777.00 DR
			777.00		777.00 DR
Auditor's Remuneration (30700)					
<u>Auditor's Remuneration (30700)</u>					
15/04/2019	Haywards Chartered Accountants		550.00		550.00 DR
15/04/2019	Haywards Chartered Accountants		550.00		1,100.00 DR
			1,100.00		1,100.00 DR
Bank Charges (31500)					
<u>Bank Charges (31500)</u>					
31/08/2018	INTERNET PAY ANYONE FEE		0.65		0.65 DR
30/09/2018	INTERNET PAY ANYONE FEE		1.30		1.95 DR

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
31/10/2018	INTERNET PAY ANYONE FEE		0.65		2.60 DR
30/11/2018	INTERNET PAY ANYONE FEE		1.95		4.55 DR
28/02/2019	INTERNET PAY ANYONE FEE		0.65		5.20 DR
30/04/2019	INTERNET PAY ANYONE FEE		1.95		7.15 DR
31/05/2019	INTERNET PAY ANYONE FEE		0.65		7.80 DR
30/06/2019	INTERNET PAY ANYONE FEE		0.65		8.45 DR
			8.45		8.45 DR
Profit/Loss Allocation Account (49000)					
<u>Profit/Loss Allocation Account (49000)</u>					
02/10/2018	System Member Journals		125.70		125.70 DR
14/01/2019	System Member Journals		427.12		552.82 DR
08/04/2019	System Member Journals		611.57		1,164.39 DR
30/06/2019	Create Entries - Profit/Loss Allocation - 30/06/2019			1,164.99	0.60 CR
30/06/2019	Create Entries - Profit/Loss Allocation - 30/06/2019			589.77	590.37 CR
30/06/2019	Create Entries - Income Tax Expense Allocation - 30/06/2019		136.42		453.95 CR
30/06/2019	Create Entries - Income Tax Expense Allocation - 30/06/2019		69.06		384.89 CR
			1,369.87	1,754.76	384.89 CR
Opening Balance (50010)					
<u>(Opening Balance) Voytas, David - Accumulation (VOYDAV00002A)</u>					
01/07/2018	Opening Balance				249,355.19 CR
					249,355.19 CR
<u>(Opening Balance) Voytas, Donna - Accumulation (VOYDON00003A)</u>					
01/07/2018	Opening Balance				125,831.33 CR
					125,831.33 CR
Contributions (52420)					
<u>(Contributions) Voytas, Donna - Accumulation (VOYDON00003A)</u>					
02/10/2018	System Member Journals			147.88	147.88 CR
14/01/2019	System Member Journals			502.50	650.38 CR
08/04/2019	System Member Journals			719.49	1,369.87 CR
				1,369.87	1,369.87 CR
Share of Profit/(Loss) (53100)					
<u>(Share of Profit/(Loss)) Voytas, David - Accumulation (VOYDAV00002A)</u>					
30/06/2019	Create Entries - Profit/Loss Allocation - 30/06/2019		1,164.99		1,164.99 DR
			1,164.99		1,164.99 DR
<u>(Share of Profit/(Loss)) Voytas, Donna - Accumulation (VOYDON00003A)</u>					
30/06/2019	Create Entries - Profit/Loss Allocation - 30/06/2019		589.77		589.77 DR
			589.77		589.77 DR
Income Tax (53330)					
<u>(Income Tax) Voytas, David - Accumulation (VOYDAV00002A)</u>					
30/06/2019	Create Entries - Income Tax Expense Allocation - 30/06/2019			136.42	136.42 CR
				136.42	136.42 CR
<u>(Income Tax) Voytas, Donna - Accumulation (VOYDON00003A)</u>					

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
30/06/2019	Create Entries - Income Tax Expense Allocation - 30/06/2019			69.06	69.06 CR
				69.06	69.06 CR
Contributions Tax (53800)					
<u>(Contributions Tax) Voytas, Donna - Accumulation (VOYDON00003A)</u>					
02/10/2018	System Member Journals		22.18		22.18 DR
14/01/2019	System Member Journals		75.38		97.56 DR
08/04/2019	System Member Journals		107.92		205.48 DR
				205.48	205.48 DR
Bank Accounts (60400)					
<u>BOQ WebSavings Account 21591632 (BQL215916321)</u>					
01/07/2018	Opening Balance				356,492.90 DR
31/07/2018	INTEREST		393.60		356,886.50 DR
13/08/2018	BPAY TAX OFFICE PAYMENTS IB2-38356339			151.00	356,735.50 DR
29/08/2018	Design Studio 22 Pty Ltd			2,475.00	354,260.50 DR
31/08/2018	INTERNET PAY ANYONE FEE			0.65	354,259.85 DR
31/08/2018	INTEREST		393.76		354,653.61 DR
17/09/2018	Resource Design & Management			3,865.00	350,788.61 DR
18/09/2018	Lab Designs			2,671.35	348,117.26 DR
20/09/2018	Credit: Resource Design		2,785.00		350,902.26 DR
30/09/2018	INTERNET PAY ANYONE FEE			1.30	350,900.96 DR
30/09/2018	INTEREST		377.00		351,277.96 DR
02/10/2018	Credit: Tennant Pty Ltd		147.88		351,425.84 DR
02/10/2018	Transfer to Account 022811856 [Transfer to Account 022811856 - Shipping Container Purchase]			15,000.00	336,425.84 DR
19/10/2018	CHCC - Integrated Development Fee & Development Application Advertising			590.00	335,835.84 DR
19/10/2018	Resource Design & Management			320.00	335,515.84 DR
31/10/2018	INTERNET PAY ANYONE FEE			0.65	335,515.19 DR
31/10/2018	INTEREST		370.79		335,885.98 DR
27/11/2018	I G Evision & Partners			645.00	335,240.98 DR
30/11/2018	INTERNET PAY ANYONE FEE			1.95	335,239.03 DR
30/11/2018	INTEREST		326.32		335,565.35 DR
18/12/2018	Settlement - One Stop Conveyancing			216,165.31	119,400.04 DR
31/12/2018	INTEREST		221.53		119,621.57 DR
14/01/2019	Contribution - Donna (Moonee Phcy)		502.50		120,124.07 DR
31/01/2019	INTEREST		115.43		120,239.50 DR
06/02/2019	Lab Designs			4,867.50	115,372.00 DR
27/02/2019	CHCC Rates			762.00	114,610.00 DR
28/02/2019	INTERNET PAY ANYONE FEE			0.65	114,609.35 DR
28/02/2019	INTEREST		101.03		114,710.38 DR
31/03/2019	INTEREST		110.15		114,820.53 DR
08/04/2019	Contribution - Donna (Moonee Phcy)		719.49		115,540.02 DR
15/04/2019	Lab Designs			2,574.00	112,966.02 DR
26/04/2019	Resource Design & Management			3,000.00	109,966.02 DR
26/04/2019	Resource Design & Management			3,633.00	106,333.02 DR
26/04/2019	Kenny's Earthmoving			4,144.25	102,188.77 DR

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
26/04/2019	Resource Design & Management		5,519.25		107,708.02 DR
26/04/2019	I G Evision & Partners			506.00	107,202.02 DR
30/04/2019	INTERNET PAY ANYONE FEE			1.95	107,200.07 DR
30/04/2019	INTEREST		106.07		107,306.14 DR
05/05/2019	Green with Envy Landscaping			440.00	106,866.14 DR
10/05/2019	ATO		1,256.73		108,122.87 DR
27/05/2019	Coffs Harbour Council			2,020.00	106,102.87 DR
31/05/2019	INTERNET PAY ANYONE FEE			0.65	106,102.22 DR
31/05/2019	INTEREST		109.58		106,211.80 DR
13/06/2019	O'Meara Wood & Associates			3,520.00	102,691.80 DR
13/06/2019	CHCC Rates			762.00	101,929.80 DR
30/06/2019	INTERNET PAY ANYONE FEE			0.65	101,929.15 DR
30/06/2019	INTEREST		91.70		102,020.85 DR
			13,647.81	268,119.86	102,020.85 DR
Cafe Container (65500)					
<u>Cafe Container (65500)</u>					
02/10/2018	Transfer to Account 022811856 [Transfer to Account 022811856 - Shipping Container Purchase]		15,000.00		15,000.00 DR
			15,000.00		15,000.00 DR
Other Investments (76100)					
<u>Development Costs (LOT21FEATHER1)</u>					
29/08/2018	Design Studio 22 Pty Ltd		2,475.00		2,475.00 DR
17/09/2018	Resource Design & Management		3,865.00		6,340.00 DR
18/09/2018	Lab Designs		2,671.35		9,011.35 DR
20/09/2018	Credit: Resource Design			2,785.00	6,226.35 DR
19/10/2018	Resource Design & Management		320.00		6,546.35 DR
19/10/2018	CHCC - Integrated Development Fee & Development Application Advertising		590.00		7,136.35 DR
27/11/2018	I G Evision & Partners		645.00		7,781.35 DR
06/02/2019	Lab Designs		4,867.50		12,648.85 DR
15/04/2019	Lab Designs		2,574.00		15,222.85 DR
26/04/2019	I G Evision & Partners		506.00		15,728.85 DR
26/04/2019	Resource Design & Management			5,519.25	10,209.60 DR
26/04/2019	Kenny's Earthmoving		4,144.25		14,353.85 DR
26/04/2019	Resource Design & Management		3,633.00		17,986.85 DR
26/04/2019	Resource Design & Management		3,000.00		20,986.85 DR
05/05/2019	Green with Envy Landscaping		440.00		21,426.85 DR
27/05/2019	Coffs Harbour Council		2,020.00		23,446.85 DR
13/06/2019	O'Meara Wood & Associates		3,520.00		26,966.85 DR
		0.00	35,271.10	8,304.25	26,966.85 DR
Real Estate Properties (Australian - Non Residential) (77250)					
<u>Lot 21 Featherstone Drive, Woolgoolga NSW, Australia (LOT21FEATHER)</u>					
01/07/2018	Opening Balance	1.00			23,100.00 DR
18/12/2018	Settlement - One Stop Conveyancing	0.00	216,165.31		239,265.31 DR
27/02/2019	CHCC Rates	0.00	762.00		240,027.31 DR
13/06/2019	CHCC Rates	0.00	762.00		240,789.31 DR
		1.00	217,689.31		240,789.31 DR

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2019

Transaction Date	Description	Units	Debit	Credit	Balance \$
Income Tax Payable/Refundable (85000)					
<u>Income Tax Payable/Refundable (85000)</u>					
01/07/2018	Opening Balance				2,278.38 CR
13/08/2018	BPAY TAX OFFICE PAYMENTS IB2-38356339		151.00		2,127.38 CR
10/05/2019	ATO			1,282.00	3,409.38 CR
10/05/2019	ATO			592.00	4,001.38 CR
10/05/2019	ATO		153.00		3,848.38 CR
30/06/2019	ATO		4.00		3,844.38 CR
30/06/2019	2018 Income Tax Moved to Sundry Creditor		4,152.38		308.00 DR
			4,460.38	1,874.00	308.00 DR
Sundry Creditors (88000)					
<u>Sundry Creditors (88000)</u>					
01/07/2018	Opening Balance				2,128.00 CR
15/04/2019	Haywards Chartered Accountants			1,870.00	3,998.00 CR
15/04/2019	Haywards Chartered Accountants			1,870.00	5,868.00 CR
30/06/2019	ATO			4.00	5,872.00 CR
30/06/2019	2018 Income Tax Moved to Sundry Creditor			4,411.38	10,283.38 CR
				8,155.38	10,283.38 CR
Total Debits:			293,924.16		
Total Credits:				293,924.16	

Voytas Family Superannuation Fund

Create Entries Report

For the period 01 July 2018 to 30 June 2019

Create Entries Financial Year Summary 01 July 2018 - 30 June 2019

Total Profit	Amount
Income	4,140.56
Less Expense	4,525.45
Total Profit	(384.89)

Tax Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	(384.89)
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	0.00
Less LIC Deductions	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add SMSF Annual Return Rounding	(1.11)
Taxable Income	(386.00)
Income Tax on Taxable Income or Loss	0.00

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(1,754.76)
Franking Credits	0.00
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
Total	(1,754.76)

Income Tax Expense Available for Allocation	Amount
Member Specific Income Tax	(205.48)
Total Income Tax Expense Allocation	(205.48)

Final Segment 1 from 01 July 2018 to 30 June 2019

Pool Name Unsegregated Pool

Total Profit	Amount
Income	4,140.56
Less Expense	4,525.45
Total Profit	(384.89)

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	(384.89)
Less Permanent Differences	0.00
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	0.00
Less Tax Losses Deducted	0.00
Add Taxable Income Adjustment	384.89
Taxable Income	0.00
Income Tax on Taxable Income or Loss	0.00

Member Weighted Balance Summary	Weighting%	Amount
David Voytas(VOYDAV00002A)	66.39	249,355.19
Donna Voytas(VOYDON00003A)	33.61	126,262.33

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(1,754.76)
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
Total	(1,754.76)

Allocation to Members	Weighting%	Amount
David Voytas(VOYDAV00002A)	66.39	(1,164.99)
Donna Voytas(VOYDON00003A)	33.61	(589.77)

Accumulation Weighted Balance Summary	Weighting%	Amount
David Voytas(VOYDAV00002A)	66.39	249,355.19
Donna Voytas(VOYDON00003A)	33.61	126,262.33

Income Tax Expense Available for Allocation	Amount
Member Specific Income Tax	(205.48)
Total Income Tax Expense Allocation	(205.48)

Allocation to Members	Weighting%	Amount
David Voytas(VOYDAV00002A)	66.39	(136.42)
Donna Voytas(VOYDON00003A)	33.61	(69.06)

Calculation of daily member weighted balances

David Voytas (VOYDAV00002A)

Member Balance

01/07/2018	50010	Opening Balance	249,355.19	249,355.19
Total Amount (Weighted)				249,355.19

Donna Voytas (VOYDON00003A)

Member Balance

01/07/2018	50010	Opening Balance	125,831.33	125,831.33
02/10/2018	52420	Contributions	147.88	110.20
02/10/2018	53800	Contributions Tax	(22.18)	(16.53)
14/01/2019	52420	Contributions	502.50	231.29
14/01/2019	53800	Contributions Tax	(75.38)	(34.70)
08/04/2019	52420	Contributions	719.49	165.58
08/04/2019	53800	Contributions Tax	(107.92)	(24.84)
Total Amount (Weighted)				126,262.33

Calculation of Net Capital Gains

Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	0.00
Current year capital losses from Unsegregated Pool - Collectables	0.00
Total CGT Discount Applied	0.00
Capital Gain /(Losses carried forward)	0.00
CGT allocated in prior segments	0.00
Allocations of Net Capital Gains to Pools	
Capital Gain Proportion - Unsegregated Pool (0/0)=100.00%	0.00

Foreign Tax Offset Calculations

Segment 01 July 2018 to 30 June 2019

Claimable FTO - Unsegregated Pool	0.00
Claimable FTO	0.00

Total Claimable Foreign Credits for the Year 0.00

Foreign Tax Offset (Label C1) 0.00

Applied/Claimed FTO 0.00

Allocations of Foreign Tax Offset to Members

David Voytas(VOYDAV00002A) - 100.00 %	0.00
Donna Voytas(VOYDON00003A) - 0.00 %	0.00
Total Foreign Tax Offset Allocated to Members	0.00



Income tax 551

Date generated	11/05/2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

11 results found - from **01 July 2018** to **31 December 2020** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
7 May 2019	30 Jun 2017	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 15 to 30 Jun 16		\$1,023.00	\$1,023.00 CR
7 May 2019	2 Jul 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 16 to 30 Jun 17		\$333.00	\$1,356.00 CR
7 May 2019	7 May 2019	Interest on overpayment		\$53.73	\$1,409.73 CR
7 May 2019	10 May 2019	Credit offset to integrated client account	\$153.00		\$1,256.73 CR
7 May 2019	10 May 2019	Refund	\$1,256.73		\$0.00
12 Dec 2019	3 Dec 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18	\$5,517.15		\$5,517.15 DR
2 Jan 2020	3 Jun 2019	General interest charge			\$5,517.15 DR
25 Jun 2020	24 Jun 2020	Payment received		\$4,531.05	\$986.10 DR
1 Jul 2020	1 Jul 2020	General interest charge			\$986.10 DR
13 Jul 2020	10 Jul 2020	Payment received		\$235.25	\$750.85 DR
3 Aug 2020	3 Aug 2020	General interest charge			\$750.85 DR



Activity statement 001

Date generated	11/05/2022
Overdue	\$1,592.00 DR
Not yet due	\$0.00
Balance	\$1,592.00 DR

Transactions

20 results found - from **01 July 2018** to **31 December 2020** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
5 Aug 2018	30 Jul 2018	Original Activity Statement for the period ending 30 Jun 18 - PAYG Instalments	\$151.00		\$150.00 DR
14 Aug 2018	13 Aug 2018	Payment		\$151.00	\$1.00 CR
25 Aug 2018	25 Aug 2018	General interest charge			\$1.00 CR
4 Nov 2018	29 Oct 2018	Original Activity Statement for the period ending 30 Sep 18 - PAYG Instalments	\$154.00		\$153.00 DR
24 Nov 2018	24 Nov 2018	General interest charge			\$153.00 DR
7 May 2019	10 May 2019	Credit transferred in from Income tax account		\$153.00	\$0.00
25 May 2019	25 May 2019	General interest charge			\$0.00
31 May 2020	25 May 2020	Original Activity Statement for the period ending 31 Dec 18 - PAYG Instalments	\$154.00		\$154.00 DR
1 Jun 2020	1 Jun 2020	General interest charge			\$154.00 DR
7 Jun 2020	28 May 2020	Original Activity Statement for the period ending 31 Mar 20 - PAYG Instalments	\$1,671.00		\$1,825.00 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
17 Jun 2020	16 Jun 2020	Payment received		\$154.00	\$1,671.00 DR
30 Jun 2020	1 Jun 2020	General interest charge			\$1,671.00 DR
30 Jun 2020	29 Jun 2020	Payment received		\$1,671.00	\$0.00
30 Jun 2020	30 Jun 2020	General interest charge			\$0.00
2 Aug 2020	28 Jul 2020	Original Activity Statement for the period ending 30 Jun 20 - PAYG Instalments	\$1,671.00		\$1,671.00 DR
3 Aug 2020	3 Aug 2020	General interest charge			\$1,671.00 DR
1 Nov 2020	28 Oct 2020	Original Activity Statement for the period ending 30 Sep 20 - PAYG Instalments	\$1,592.00		\$3,263.00 DR
2 Nov 2020	2 Nov 2020	General interest charge			\$3,263.00 DR
4 Nov 2020	3 Nov 2020	Payment received		\$1,592.00	\$1,671.00 DR
1 Dec 2020	1 Dec 2020	General interest charge			\$1,671.00 DR

Voytas Family Superannuation Fund

Investment Summary Report

As at 30 June 2019

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%	
Cash/Bank Accounts									
BOQ WebSavings Account 21591632		102,020.850000	102,020.85	102,020.85	102,020.85			27.59 %	
			102,020.85		102,020.85			27.59 %	
Other Investments									
Development Costs		26,966.850000	26,966.85	26,966.85	26,966.85			7.29 %	
			26,966.85		26,966.85			7.29 %	
Real Estate Properties (Australian - Non Residential)									
LOT21FEAT HER	Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	1.00	240,789.310000	240,789.31	240,789.31	240,789.31	0.00	0.00 %	65.12 %
			240,789.31		240,789.31	0.00	0.00 %	65.12 %	
			369,777.01		369,777.01	0.00	0.00 %	100.00 %	

Voytas Family Superannuation Fund

Contributions Summary Report

For The Period 01 July 2018 - 30 June 2019

Donna Voytas

Date of Birth: 19/12/1977
Age: 41 (at year end)
Member Code: VOYDON00003A
Total Super Balance*¹ as at 30/06/2018: 251,662.66

Contributions Summary	2019	2018
Concessional Contribution		
Employer	1,369.87	0.00
	<hr/>	<hr/>
	1,369.87	0.00
	<hr/>	<hr/>
Total Contributions	<hr/>	<hr/>
	1,369.87	0.00
	<hr/>	<hr/>

I, DONNA VOYTAS, confirm that the amounts reported above are the total contributions deposited to the fund with respect of my member balance for the period 01/07/2018 to 30/06/2019.

DONNA VOYTAS

*1 TSB can include information external to current fund's transaction records. The amount is per individual across all funds.

Voytas Family Superannuation Fund

Contributions Breakdown Report

For The Period 01 July 2018 - 30 June 2019

Summary

Member	D.O.B	Age (at 30/06/2018)	Total Super Balance (at 30/06/2018) *1	Concessional	Non-Concessional	Other	Reserves	Total
Voytas, David	14/11/1976	41	498,710.38	0.00	0.00	0.00	0.00	0.00
Voytas, Donna	19/12/1977	40	251,662.66	1,369.87	0.00	0.00	0.00	1,369.87
All Members				1,369.87	0.00	0.00	0.00	1,369.87

*1 TSB can include information external to current fund's transaction records. The amount is per individual across all funds.

Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Voytas, David	Concessional	0.00	25,000.00	25,000.00 Below Cap
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap
Voytas, Donna	Concessional	1,369.87	25,000.00	23,630.13 Below Cap
	Non-Concessional	0.00	100,000.00	100,000.00 Below Cap

NCC Bring Forward Caps

Member	Bring Forward Cap	2016	2017	2018	2019	Total	Current Position
Voytas, David	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Voytas, Donna	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

Voytas, Donna

Date	Transaction Description	Contribution Type	Ledger Data				SuperStream Data					
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other	
02/10/2018	Credit: Tennant Pty Ltd	Employer	147.88									
14/01/2019	Contribution - Donna (Moonee Phcy)	Employer	502.50									
08/04/2019	Contribution - Donna (Moonee Phcy)	Employer	719.49									
Total - Voytas, Donna			1,369.87	0.00	0.00	0.00			0.00	0.00	0.00	
Total for All Members			1,369.87	0.00	0.00	0.00						